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Contents.

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Current Topics.

Transfer of County Court Judge.

JUDGE E. A. PARRY, of the Manchester Circuit (Nos. 7 and 8), has been transfered to Circuit No. 48, in succession to the late Judge EMDEN.

Lord Wolverhampton.

EVERY LAWYER will hear with deep regret of the dangerous condition of this eminent statesman, the first representative of the solicitor branch of the profession to reach the Cabinet and the House of Lords.

The Report of the Land Transfer Commission.

WE STATED last week the grounds of one main objection to the report of the Land Transfer Commission—namely, that it leaves it open to the Land Registry authorities to extend to all England the amended system without due trial or proof of its satisfactory working during the period of trial; enabling them, in fact (as was done with regard to the existing system), at their own will at any time to convert an experiment into an established practice. It is not a little curious to hear of a widely different objection to the report. We believe there is ground for saying that the supreme Land Registry authority is disappointed and dissatisfied with the report on the ground that it condemns the present system; speaks with uncertain voice as to the merits and satisfactory working even of the amended system, and places obstacles in the way of its universal adoption. If this means that the authority considers that—notwithstanding the Commissioners omit to specify the length of time during which the amended system should be tried in the County of London, or to state that the question whether the amended system has, during the period of trial, worked satisfactorily, should be determined by an inquiry to be made by an independent body of experts appointed for the purpose—the choice lies between an acceptance of the report, with full and fair observance of the restrictions vaguely suggested by the Commissioners, or dropping the report, this view does honour to the conscientiousness of the supreme authority. On that

supposition the Commissioners might say that they relied on its being taken and did not think it necessary to fetter the supreme authority with a specification of what will amount to such full and fair observance. We may suggest, however, that the view which may be taken, even by a conscientious authority, as to these matters may differ considerably from that which the Commissioners intended, and that in any event, having before them the experience of the mode of adoption of the present system, it would have been prudent to make provision for ensuring that a sufficient trial should be made of the amended system before it is extended to the whole country.

What Will Be Done?

IT IS, of course, impossible to say what course will be taken by the authorities, but the impression in well-informed quarters appears to be that nothing will be done at present. The state of business in Parliament does not favour the practicability of obtaining the legislation which will be necessary to carry out completely the scheme set out in the report, and the statement of the Commissioners that they have been unable to find proof of a really strong feeling in the country in favour of the compulsory registration of title lends little encouragement to an attempt to impose it by legislation. On the other hand, it is alleged that the Treasury are anxious for the adoption of a scheme for universal compulsory registration which will bring grist to their mill in the shape of fees; the Chancellor of the Exchequer may favour the suggestion thrown out in the report for the connection of the registration of title to land with its valuation for the purposes of taxation, and it is needless to say that the officials at the Land Registry will urge the extension of the system of compulsory registration, though, for reasons which are stated elsewhere, we doubt whether they will approve of some of the Commissioners' suggestions.

The Literary Merits of the Report.

WE SHOULD not omit to state that, considered as a piece of legal literature, the report of the Commissioners on Land Transfer deserves high praise. It is clear and accurate in statement of the amendments suggested; very complete in the consideration of the various matters arising on the evidence given before them, and always impartial and judicial in tone. We may call attention particularly to the portion of the report relating to the knotty question of Settled Land as a model of clear and concise statement. So much might have been expected from the legal members of the body, who include men of well-known ability, independence of view and learning. How is it that these men came to concur in general recommendations as to the course to be taken in the establishment of the amended system some of the most important of which are marked by vagueness and indecision? Shall we be wrong if we ascribe this result to some extent to the fact that the report is unanimous? This, we believe, is generally deemed a considerable achievement when a Commission has to deal with a thorny subject such as land transfer. But the result must necessarily have been obtained by concession and compromise, and who can tell what has been given up in order to secure unanimity?

Mr. Churchill's Memorandum on Preventive Detention.

WHATEVER ELSE may be said about the "Dartmoor shepherd," the public interest excited by his adventures seems to have had its effect upon the activities of the Home Secretary. His attention has been effectively called to the meaning of the Prevention of Crime Act, 1908. Under section 13 (2) of that Act, it is provided that persons undergoing preventive detention are to be generally subject to the Convict Prison Rules, but the Secretary of State is required to make new rules to modify the conditions of penal servitude to meet the requirements of their case. By section 2 of the Prisons Act, 1898, these draft rules must be laid before Parliament for its approval, and in so doing Mr. CHURCHILL has taken advantage of the occasion to prefix to those draft rules his own views as to the nature and scope of the Act. Since those views contain certain limitations which are not to be found in the statute itself, it is not impossible that the Director of Public Prosecutions—whose certificate is required before the charge of being a "habitual criminal" can be preferred against any prisoner—may sometimes have an opinion as to proper cases for the exercise of his discretion which may not be identical with that of Mr. CHURCHILL. In the first place, the memorandum draws a distinction between "habitual criminals," who are really only vagrants, and "professional criminals" who are dangerous to society; it goes on to suggest that the Act is not intended to be applied to the former class, but merely to the latter class. Unfortunately, however, the Act draws no such distinction between those two branches of "habituals," so that we cannot help suspecting the opinion of Mr. CHURCHILL on this point as being unconsciously influenced by a desire to defend his action in the case of the "Dartmoor shepherd." The distinction is one of which we entirely approve; but surely an amending Act of Parliament, rather than an autocratic rescript of the Secretary of State, is the proper method of introducing it. Again, the memorandum directs police authorities not to prefer a charge of this nature against an accused person unless there exist, *in addition to the qualifications prescribed by the Act*, three other conditions, namely—(*a*) that the prisoner is over thirty years, (*b*) that he has undergone a term of penal servitude, (*c*) that his new offence is substantial and serious. Those additional conditions are quite reasonable, but surely they should be embodied in a statute, not arbitrarily enacted by the Home Secretary. Lastly, the Director of Public Prosecutions is told that he ought not to give his fiat unless he is convinced that the new offence is one for which a judge ought to pass a sentence of penal servitude. This suggestion is apparently intended to check the practice of certain judges, who pass a sentence of three years' penal servitude in cases where they otherwise would impose a term of hard labour, in order that by so doing they may be able to treat the prisoner as a "habitual." It is, no doubt, desirable to check this tendency, but the Court of Criminal Appeal after the event, and not the Director of Public Prosecutions before the event, is the proper custodian of this duty. We should not be greatly surprised if Mr. CHURCHILL'S memorandum called forth from members of the judicial bench who are engaged in administering the Act a good deal of critical comment.

The Draft Rules for Preventive Detention.

AS REGARDS the proposed rules themselves (which we print elsewhere) we have less criticism to suggest. They are few in number, extremely simple, and admirably adapted to give a fair trial to the great experiment of reforming the professional criminal. Their scheme is to establish—under strict discipline and inside the convict prison—a labour colony of prisoners undergoing detention. After a period of probation in the Ordinary Grade, each prisoner who earns certain certificates of industry and good conduct passes out into a Special Grade where he engages in some industrial work for which he receives payment. On earning still another certificate he obtains a 'Garden Allotment' by means of which he can supplement his earnings. A canteen is established, by means of which—it would appear—the agricultural products of the allotment may be sold or exchanged for the industrial products of other prisoners. The rules are not quite clear as to the details of this system, but it would seem that its aim is, so far as possible, to create a self-supporting agricultural and industrial community among the convicts of the Special Grade. Prisoners who defy the system are relegated to a Disciplinary Grade where more rigorous treatment will be measured to them. On the whole, the plan is an experiment well worth trying; if it succeeds, new hopes of reforming the criminal classes will have been opened up to mankind; if it fails, it is not easy to see what further effort society can make to reclaim them. One obvious danger—that of making preventive detention too attractive—is obviated by the fact that every prisoner must undergo a term of penal servitude after his conviction before the preventive part of his sentence comes into operation.

Privileged Communications—Lawyers and Doctors.

LAWYERS—or their clients—enjoy one special advantage with respect to professional communications and information acquired

thereby. The settled rule is that all communications between client and legal adviser, made in the course of, and for the purpose of, the professional employment, are privileged, so that the legal adviser need not, and may not, disclose them when called as a witness in judicial proceedings. On the one hand, it has been said that "the rigid enforcement of the rule, no doubt, occasionally operates to the exclusion of truth": 1 Taylor on Evidence (10th ed.) 646. On the other hand, regret has sometimes been expressed that the privilege enjoyed by legal practitioners does not extend to medical practitioners, as, for instance, by BULLER, J., in *Wilson* v. *Rastall* (1792, 4 T. R., at p. 760), where it is said: "There are cases in which it is much to be lamented that the law of privilege is not extended; those in which medical persons are obliged to disclose the information which they acquire by attending in their professional character." And the general tendency of English judges appears to be to favour the sanctity of professional communications. The extension of the protection now thrown round communications between lawyer and client to communications between doctor and patient is a matter which deserves the serious consideration of Parliament. Models of enactments effecting this extension are to be found in the statute books of some of the oversea dominions—for example, New Zealand and the State of Victoria. One practical consideration is that this "exclusion of truth" would sometimes be felt as a hardship by life assurance societies. A recent case in the High Court of Australia illustrates this: see *National Mutual Life Association* v. *Godrich* (1909, 10 Com. L. R. 1). An action on a policy of life insurance was bought in the Victorian courts, and the defence of the insurance company was that the insured had been suffering from chronic salpingitis. The only evidence on this point, however, was the evidence of the medical attendant of the insured. Under the Victorian Evidence Act this evidence was inadmissible, being on the same footing as privileged communications between lawyer and client. The insurance company were therefore unable to prove the defence. The Legislature of New Zealand has to some extent provided against such an eventuality by enacting that the privilege accorded to communications between doctor and patient is not to extend to representations made "in or about the effecting by any person of an insurance on the life of himself or any other person." This seems a reasonable exception to any rule extending privilege to medical information, taking into consideration the peculiar character of the contract of life insurance.

The Civil Judicial Statistics for 1909.

THE CIVIL Judicial Statistics which have just been published shew an increase of over 10,000 in the number of proceedings in all courts for 1909 as compared with 1908, but this is due to the figures for the county courts, where the increase was nearly 17,000. In all the Appeal Courts and in the different divisions of the High Court there was a decrease; this was over 6,000 in the King's Bench Division, but only slight in the other divisions. Sir JOHN MACDONELL in the introduction points out that the borders between civil and criminal matters are not clearly marked, and he regards this as invalidating to some extent the figures. A large number of criminal cases are, he says, in the nature of money claims, though a punishment or penalty is imposed; and it may be a question of procedure rather than of substance whether, in a given set of circumstances, the remedy is civil or criminal. But he gives no instances, and we doubt whether this is really so. Penalties in criminal proceedings do not go to the prosecutor—save in some rare cases where the informer takes half—and they do not take the place of damages in civil proceedings. When the figures for 1905–9 are compared with those for 1895–9, there is a slight rise in the number of cases per 100,000 of the population—about 4,200 cases per 100,000 in the later period as against 4,000 in the earlier. The Scotch statistics for 1909 give only about 2,600 per 100,000 of population. Sir JOHN suggests that this may be due, in part, to the greater prevalence of credit among the poorer part of the population in England, and the possibility of enforcing the payment of small debts by judgment summons. The total number of appeals to the House of Lords presented in 1909 was 108 as compared with 112 in the previous year. Out of 60 cases heard, 29 were disposed of within three months of setting down, and 22 within three to six months, on which Sir JOHN MACDONELL remarks that the House of Lords appears to be one of the most expeditious of tribunals. Of the English appeals in 1909, 30 resulted in the judgment below being affirmed, and 11 in its being reversed or varied. There was a considerable increase in the final appeals disposed of in 1909 by the Court of Appeal—649 as against 571 in the previous year—and the cases under the Workmen's Compensation Act—135—were the highest on record. The annual average of these appeals from 1900–4 was 56; and in the subsequent five years 94. They form a fifth of the whole final business of the Court of Appeal, and Sir JOHN MACDONELL remarks that it is doubtful whether any other statute has led to so much litigation in the same period. The appeals from the Chancery Division were 123, and from the King's Bench Division 315.

The Chancery and King's Bench Divisions.

THE CHANCERY Division shews a continuous decline in business. Taking the quinquennial periods 1894–98, 1899–1903, and 1904–08, the annual average of proceedings commenced was 7,559, 7,212, and 6,501. In 1909 the number fell to 6,029. There was a decline for that year in writs of summons, originating summonses, and references for taxation; on the other hand, there was a slight increase in other summonses and in actions set down and disposed of. The writs in the King's Bench Division were 62,916, as compared with 69,130 in 1908, the decrease being in both the Central Office and the District Registries. The figure for 1909 is the smallest yet recorded in these statistics. There was also a reduction in chamber business—in judges' summonses a decrease of 303 on the figure for 1908, and in masters' summonses a decrease of some 2,000. With the reduction of business the population has been increasing, so that while ten years ago the writs were 223 per 100,000 of population, they had fallen to 175 in 1909. At the same time, there has been an increase in the plaints in the county courts both absolutely and in proportion to the population. The number of actions set down for trial was somewhat higher than in the previous quinquennial period both in London and on circuit. A table is given of thirty-two assize towns where less than fifty cases have been tried in the last ten years, together with the annual average of cases. In numerous instances civil assizes are maintained for the trial of an average of two cases a year or less. But this an old story. Of the actions tried in London and Middlesex 45 per cent. were before a jury; on circuit the percentage of jury cases was seventy-one. A table is given shewing the proportion of cases under order 14 and in the commercial list to the total number of cases tried in London and Middlesex. The former are increasing, and were in 1905–9 20 per cent. of the whole, the latter are slightly diminishing, and were 8 per cent. As regards the Probate work, Sir JOHN MACDONELL remarks that in view of the vast quantity of property passing by death it is surprising that litigation relating to it is so small. Only 102 probate actions were entered in 1909, and only ninety-nine were tried. From the total probates and grants of administration it appears that only about one case in 500 gives rise to litigation, and in only ten of the cases tried in 1909 were the wills set aside. In divorce the decrees for dissolution of marriage shew a gradual tendency to increase, but there has been a marked drop in magistrates' separation orders—due, Sir JOHN MACDONELL remarks, to the decision in *Harriman* v. *Harriman* (1909, P. 123). The business in the Admiralty Division appears to have remained practically stationary in the last five years, the number of actions tried being about 320.

Libellous Telegrams.

IN THE recent case of *Thompson* v. *Kindell* a point of some interest in the law of defamation was determined by the Scottish courts. The plaintiff, a commission agent in Glasgow, brought his action against a stock and share dealer in London to recover damages for slander. The words of which he complained were contained in a telegram despatched by the defender from London

which was addressed to the plaintiff in Glasgow. Jurisdiction was obtained by letters *ad fundandum jurisdictionem*. The defence relied upon was that there was no proof of an actionable wrong; that the question whether the words were actionable must be regulated by the law of England, and that by the law of England it is necessary that a libel should be published to some third person in order that it may become a cause of action. The delivery by the defendant to the telegraph office of a form filled up by him was not in itself publication of a libel. Neither was the transmission of this form by the postal authorities. The Lord Ordinary held that the law which determined the question whether a telegram passing between two countries is an actionable wrong is the law of the country where the telegram is delivered. The telegram had been delivered in Glasgow, and the plaintiff's right of action must accordingly be determined by the law of Scotland. The case was accordingly remitted for trial by jury. The result of the English cases appears to be that if a libellous letter is written and posted in due course, the letter must be considered as published both in the country where it is posted and in the country to which it is addressed, if it is opened there. But a civil action can only be supported by a publication to a third person, and it would have been difficult to establish any such publication in the present case.

The Declaration of London.

THE ADVISABILITY of ratifying the Declaration of London and accepting the International Prize Court of Appeal—the two things being inseparably connected—continues to be debated in the daily press. The *Times* has formally thrown its weight on the side of ratification, apparently convinced by Professor WESTLAKE's letters in favour of the Declaration and the International Court. Professor HOLLAND contributes a letter to the *Times* of February 20th, which indicates that he is still, as before, opposed to both Declaration and International Court. He joins issue with Professor WESTLAKE on a definite statement of the latter to the effect that the report of the drafting committee to the conference which settled the text of the Declaration of London is to be regarded as an authentic explanation of the terms of the Declaration, where these are doubtful. Professor WESTLAKE says that the International Prize Court will interpret the Declaration "by the light of the commentary given in the report." This Professor HOLLAND directly traverses, and cites German and Italian text-writers in support of his contention. An "authentic interpretation" of a treaty, he says, can only be embodied in a separate convention between the States who are parties to the treaty. The position is well summed up in the statement that "the vitally important questions of theory and practice raised by the Convention and the Declaration need calmer and better-instructed discussion than they have yet received," and Professor HOLLAND's letter concludes with the suggestion that the whole subject should be investigated by a Royal Commission on which would sit sailors, merchants, and lawyers.

Copyright in the Title of a Book.

IN CONNECTION with the recent case of *George Outram & Co.* v. *London Evening Newspaper Co.* we stated in our last issue that there was no actual decision to the effect that there can be no copyright in the title of a book, and that the question had not arisen for decision. A correspondent reminds us, however, that SWINFEN EADY, J., in the case of *Crotch* v. *Arnold* (only reported 54 SOLICITORS' JOURNAL, 49) refused to grant an injunction restraining the sale of a book under a title identical with one already in the market. There the price, character and appearance of the two books being entirely different, no confusion was likely to ensue from the accidental identity of title. But his lordship, in refusing to grant an injunction, also referred to *Dick* v. *Yates* (18 Ch. D. 76) as settling the law upon the subject, and expressly followed that case. *Weldon* v. *Yates* (10 Ch. D. 247) was cited but not followed. It does not appear from the report of *George Outram & Co.* v. *London Evening Newspaper Co.* that *Crotch* v. *Arnold* was there cited. *Crotch* v. *Arnold* does seem to be a clear decision that there can be no copyright in the title of a book unless, it may be, the title displays originality.

The Purchase of Consols.

AMONG various suggestions which have been recently made with the view of encouraging investments in the Government debt is one which has often been made—namely, that the antiquated procedure regulating the sale and purchase of Consols should be reformed. It is stated in one of the daily papers that purchasers who visit the Bank of England for the purpose of accepting a purchase of Consols are now required to bring their brokers with them, in order that they may be identified. The purchaser accepts a purchase of Consols by inserting his name in the bank books, and the signature, although an optional formality, may afford some protection to the owner, inasmuch as it can be compared with the signature on dividend warrants or on a sale of the security. The number of separate accounts in Consols has been somewhat diminished of late years, but it must not be forgotten that certificates "to bearer" are now issued, and that numerous small holdings are acquired through the Post Office.

The Honours Examination.

REFERRING TO our observations some weeks ago (*ante*, p. 120) on the Honours Examination, we observe that, in place of the ninety candidates entered for this test a year ago, there were only sixty-eight at the recent examination; but the results were singularly similar. In January, 1910, twenty-three candidates obtained honours, four being in the first class. Last January also twenty-three candidates were successful; and four (including names bracketed) were in the first class. Considering the reduced number of candidates, the result must be considered satisfactory; but the fact, to which we drew attention, that somewhere about two-thirds of the candidates generally fail to appear in the list, remains unchanged.

The Land Transfer Commission's Suggestions for Patching Up an "Imperfect" System.

II.

(E.) SUBSIDIARY RIGHTS (EASEMENTS, &C.).—(1) *Easements, Profits à Prendre, and Similar Rights affecting Registered Land by Way of Burden.*—The Land Transfer Act, 1875, recognizes in section 18 that there are numerous matters affecting land which are not suitable for registration, and among these are included "rights of way, watercourses, and rights of water, and other easements" to which land may be subject; but the registrar may, if he thinks fit, when the existence of any such rights is proved to his satisfaction, enter notice of them on the register. The Commission think that this system must continue, and that *legal* rights and easements should be treated as paramount to the title of the registered proprietor; but this is with a view to protecting easements not appearing on the title, including easements acquired by prescription or implied grant, and they recommend that all easements created by instruments and appearing on the title prior to registration should be registered, and that persons acquiring easements under any instrument after registration should be entitled to have entries of their claims made on the register. The entries would be by reference to the instrument creating the right, and not, as at present, by summary or paraphrase; and where the instrument is executed after the land is registered, a duplicate would be lodged at the registry. The entry would operate only by way of notice, and would not give the easement any greater validity than notice would give it under the general law. It is recommended that the land certificate should contain a warning that it is not conclusive as to easements and similar rights affecting the property.

(2) *Easements and Rights Appurtenant to Registered Land.*—The Commission think that it is also impossible to make the register conclusive as to easements appurtenant to registered land. Under section 7 of the Act of 1875 registration with absolute title carries all rights appurtenant to the land, and under rule 3 an entry of them may be made on the register; but the registrar

claims that he has a discretion as to making such entries, and it is not the practice to enter easements affecting unregistered land. At the same time the registrar claims to be entitled to register an easement (as appurtenant to land) on the ground that under section 24 (1) of the Act of 1897, incorporeal hereditaments are "land" within the meaning of the Land Transfer Acts, and are registrable as such. This claim has been disputed, and it is uncertain what the effect of the registration, if made, would be. The Commission think that the uncertainty should be cleared up, and that the registered proprietor should be entitled to have a claim to any easement entered on the register, but that the entry should not be any evidence of the legal existence of the easement as against the owner of the servient tenement. The devolution of title to the easement, assuming it to be existent, is a different matter. This only affects the registered title, and the Commission recommend that the entry in the register should be conclusive as to the *devolution* from the original dominant owner, but should not affect the right of the servient owner to shew that the easement was not in its inception validly created, or that it has been abandoned or released. The entry would be made by reference to the instrument, if any, creating the easement, or, where it is claimed by prescription, to the nature of the user; and the entry would be made whether the tenement alleged to be servient is registered or not.

(3) *Covenants Affecting Registered Land.*—By section 84 of the Act of 1875 provision is made for the entry on the register of "conditions"—*i.e.*, restrictive covenants—affecting the registered land; and the registration operates as notice of the condition. But the registration does not give the covenants any further effect than they would have if not registered; it does not, for instance, supply the want of a common building scheme: *Willé v. St. John* (1910, 1 Ch. 325); and the Commission think that the present system of entering "conditions" should be abolished, and that there should be entered on the register merely a notice of the contract creating the conditions; and further, that the power of the court to discharge or modify restrictions which have become obsolete should be extended.

(4) *Land Charges.*—The Commission regard the present system as to registration of land charges—*i.e.*, charges in favour of local authorities and improvement charges—as unsatisfactory. These charges are capable of registration under rule 170, and any statutory claim to priority over prior charges has to be entered on the register under rule 172; but the Commission point out that registration does not give the proprietor of the charge any rights to which he would not otherwise be entitled; and, on the other hand, a purchaser or mortgagee is liable to be affected by a charge registered subsequently to the purchase or mortgage, whether in fact it existed then or not. The provision for registration is, the Commission say in effect, useless and misleading, and land charges should be treated as wholly outside the system of registration, and placed in the same position as the liabilities enumerated in section 18 of the Act of 1875.

(5) *Writs and Orders.*—The Commission recommend that no writ, order, or *lis pendens* should affect registered land unless notice is entered on the register; that a purchaser dealing with the registered proprietor for value should not be affected by his bankruptcy unless the fact of bankruptcy is entered on the register; and that provision should be made for enabling judgment creditors and trustees in bankruptcy to make the necessary inspection of and entries on the register.

(6) *Minerals.*—The ownership of minerals separated from the surface should be separately registered.

(F.) NOTICE.—The Commission point out that it is doubtful whether under the Land Transfer Acts a purchaser or mortgagee of registered land can safely neglect notice of matters affecting the registered owner's title which may reach him from outside the register. There is express provision that neither the registrar nor any person dealing with registered land or a charge shall be affected with notice of a trust, and that references to trusts shall, as far as possible, be excluded from the register (Schedule I. of the Act of 1897, replacing section 83 (1) of the Act of 1875); but this leaves the question of notice of unregistered charges and other interests which are not trusts unprovided for. The Commission consider that the provision as to trusts should be made general, and that dealings for value by a registered proprietor with registered land should be absolutely protected, notwithstanding any notice express, implied, or constructive, of any matter outside the register, except in the case of actual fraud. This is in accordance with the system of the Merchant Shipping Act, 1894.

(G.) RECTIFICATION.—The Commission recommend several changes in regard to rectification of the register: That there should be express provision for annulling or rectifying a registration which is obtained by fraud, save as against an innocent transferee for value; that as between two persons registered by error in respect of the same land the register should be rectified in favour of the one actually in possession; and that rectification should be allowed in favour of titles acquired by adverse possession without the restrictions imposed by section 12 of the Act of 1897. This is in pursuance of the opinion expressed by the Commission that the Statutes of Limitation should operate with regard to registered land in the same way as with regard to unregistered land.

(H.) COMPENSATION.—Registration with absolute title may have the effect of ruling out lawful claims existing prior to registration. For this event the Act of 1875 provided no compensation. Provision for compensation was made by the Act of 1897, but no case has yet arisen of a claim for compensation by a person ruled out by registration. The Commission recommend that express provision should be made in regard to this particular case, and that the compensation should not extend to buildings or improvements since registration. They also recommend that claims to compensation should be barred in six years from the date of the grant of absolute title, with special provision in the case of infancy, of reversionary interests, and of mortgagees whose interest is paid.

(I.) MISCELLANEOUS AMENDMENTS.—(1) *Procedure on Application for First Registration.*—The Commission recommend that application for registration with possessory or absolute title should continue to be at the option of the applicant, and in either case should be accompanied, as now, by the deeds and documents relating to the property; but that the practice of requiring a declaration that there is no question or doubt affecting the title should be discontinued, and that the registrar, on being satisfied that there is a *primâ facie* title, should register the property with possessory title if such has been applied for; with power, on further examination, to register it with absolute title, whether the owner consents or not.

(2) *Conveyance of Legal Estate in a Compulsory Area.*—It is proposed to amend the present system under which the legal estate does not pass in a compulsory district till registration, by allowing a month's grace. The legal estate would pass at once by the conveyance, but the conveyance would become void as regards the grant of the legal estate unless registration was applied for within one month from the execution of the deed by the grantor.

(3) *Description and Boundaries.*—It is proposed to repeal section 14 (2) of the Land Transfer Act, 1897, under which land is described on the register by reference to the ordnance map, with any subsidiary verbal particulars which the applicant may require, and to make the principal description a verbal one; *i.e.*, the register is to follow ordinary conveyancing practice as regards the description of parcels.

(4) *Certificates.*—Recommendations are made for the simplification of certificates. In many cases these are complicated. On every fresh dealing the certificate should be given up and a fresh one issued, shewing the existing ownership and referring to documents or matters affecting it. It is also suggested that certificates should vary in colour, according as the title is possessory or absolute, and as the register is free from notices or not.

(5) *Rectification or Disclaimer of Leaseholds.*—Suggestions are made for simplifying the practice as to rectification of the register on a disclaimer of leaseholds by a trustee in bankruptcy, whether the disclaimer is followed by a vesting order or not.

(6) *Rule Committee.*—The Commission recommend that solicitors should have further representation on the Rule Committee under the Land Transfer Acts, and that in the choice of a representative regard should be had to the great experience

and knowledge of conveyancing possessed by the leading country solicitors.

(7) *Amendment of the Land Registry (Middlesex Deeds) Act*, 1891—Rule 14 in Schedule I. to the Act enables grantees under instruments capable of registration in Middlesex either to register the instrument or to apply for registration of title. It is proposed to repeal this, and to replace it by a statutory provision rendering registration in a local deeds registry unnecessary where the title is registered under the Land Transfer Acts.

The report also makes suggestions for a revision of fees charged by the Land Registry, and of solicitors' remuneration. It is pointed out that the policy hitherto has been to increase the registry fees and keep down the solicitors' charges. We have already referred (*ante*, pp. 263, 264) to the proposals in the report with regard to the extension of compulsion, and the further establishment of local deeds registries. And it contains some important suggestions for amendment of the general law; notably, the abolition of copyhold tenure and the extension of reconveyance by endorsed receipt to all mortgages. But these are outside our present purpose.

As to the General Effect of the Report.—The most important of the proposals for amendment of the system of registration are those which relate to the proof of title, to the conveyance of the legal estate, and to mortgages. As regards proof of title, the recommendations of the Commission will facilitate the ripening of possessory into absolute titles and the original establishment of such titles. As regards the conveyance of the legal estate, they will, we imagine, introduce further complication. The distinction between legal and equitable estates is not suited to a system of registration of title; and if registration is to be simple the matter requires different treatment—namely, the abolition of the special efficacy of the legal estate. As regards mortgages, the proposal is to add a register of deeds to the register of title, and the result will be to necessitate, in many cases, the examination of deeds outside the registry. The same result will follow from the proposal to enter notice of deeds creating easements and restrictive covenants. The general effect is that the system will become a register of proprietorship, but only in a very limited sense; the register will be full of entries and notices for the effect of which a purchaser will have to resort to documents outside the register. Thus there will be a perpetuation of the trouble and expense of resort to the Land Registry Office, while much of the work of private conveyancing will have to be performed as well; and solicitors will have to be remunerated accordingly.

The report will, we imagine, confirm the prevalent opinion that, with judicious amendments of the law, private conveyancing can shew advantages superior to registration of title.

Reviews.

Prohibition.

The Law of Prohibition: Founded on the Decisions of the Courts of England and Ireland, of the High Court of Australia, the Supreme Courts of New South Wales, Queensland, South Australia, Tasmania, Victoria and Western Australia, and the Supreme Court and Court of Appeal of the Dominion of New Zealand. By H. R. Curlewis, B.A., LL.B. (Syd.), and D. S. Edwards, B.A., LL.B. (Syd.), Barristers-at-Law. With a Chapter on the Practice in England. By F. J. Wrottesley, Barrister-at-Law. Sweet & Maxwell (Limited).

The procedure in prohibition has been a powerful engine for restraining the excesses of inferior courts, and the present volume, which is mainly the work of Australian lawyers, shews that the procedure has been found as useful in the colonies as in this country. For errors in the exercise of jurisdiction the proper remedy is an appeal, provided an appeal lies; for the improper assumption of jurisdiction the remedy is by prohibition, and the authors have arranged under convenient heads the principles and practice of this remedy. In general the principles are stated in the language of judicial decisions, and they are illustrated by a large number of cases taken from the reports of the courts of this country and of the various colonies. The practice in England, which has a special chapter devoted to it, is founded on the common law. In some of the colonies there is a statutory prohibition to which, according to the preface, Part II. is devoted, but this is omitted in the copy before us, which we presume has been specially prepared for use in this country. An excellent example of the care with which the work has been written is afforded by Part I., Chapter 8, where the question is discussed, whether the writ of prohibition is discretionary or of right. As a general rule it is granted *ex debito justitiæ*; but, though of right, it is not of course, and, as was pointed out in *Broad* v. *Perkins* (21 Q. B. D. 533), under certain circumstances, as where there has been delay, or the point was not taken in the inferior court, the superior court has a jurisdiction to refuse the writ. There is a chapter on the practice in England, in which the effect of the Crown Office Rules and R. S. C., and also the latest decisions, are concisely stated.

Books of the Week.

Conveyancing Precedents.—Prideaux's Forms and Precedents in Conveyancing (incorporating Wolstenholme's Forms and Precedents), with Dissertations and Notes on its Law and Practice. Twentieth Edition. By Benjamin Lennard Cherry, LL.B., and Reginald Beddington, B.A., Barristers-at-Law. In Two Vols. Stevens & Sons (Limited).

Specific Performance.—A Treatise on the Specific Performance of Contracts. By the Right Hon. Sir Edward Fry, G.C.B., sometime one of the Lords Justices of Appeal. Fifth Edition. By William Donaldson Rawlins, K.C. Stevens & Sons (Limited).

Statute Law.—A Treatise on Statute Law, with Appendices containing Statutory and Judicial Definitions of Certain Words and Expressions Used in Statutes, Popular and Short Titles of Statutes, and the Interpretation Act, 1889. By William Feilden Craies, M.A., Barrister-at-Law. Second Edition. Founded on and being the Fifth Edition of Hardcastle on Statutory Law. Stevens & Haynes.

Law of Distress.—A Guide to the Law of Distress for Rent, Poor Rates, Land Tax, and to the Recovery of Gas Rents, Water Rates, &c., also Replevin, Recovery of Possession of Tenements, and Kindred Subjects, and a Table of Fees under the Sheriffs Act, 1887. By R. T. Hunter. Tenth Edition. Waterlow & Sons (Limited).

The Solicitor's Clerk.—The Solicitor's Clerk. Part I.: A Handy Book upon the Ordinary Practical Work of a Solicitor's Office, with Detailed Instructions as to the Procedure in Conveyancing Matters and the Practice of the Courts. By Charles Jones. Seventh and Revised Edition. Effingham Wilson.

Correspondence.

The Land Taxes.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—All who have studied the reports of last night's debate in the House of Commons must now realize how greatly the real effect of the land taxes differs from the anticipations and theories put forward by their authors.

Concrete cases of loss and hardship were brought forward in this debate, but the only reply vouchsafed from the Government side was a repetition of the threadbare statements as to the rapacity of landowners, and the advocates of the single tax were conspicuous in pressing their demands for imposing yet further burders upon all land, both agricultural and urban.

It is obvious that we are in a critical stage of a great struggle between the land-taxers and the Land Union. The former have the support of 143 Radical and Labour Members, and have a minimum campaign fund of £5,000 a year from Mr. Fels, the American millionaire. The Land Union has, as last night's debate shews, nothing to fear from the arguments of the land-taxers in the House of Commons, but it can only meet and defeat their propaganda in the country if it receives the financial support and active co-operation of all who sympathize with its objects.

May I appeal to all such to enrol themselves and send a donation or subscription to the Secretary, St. Stephen's House, Westminster.

2, Belgrave-square, S.W., Feb. 15. E. G. Pretyman.

The Report of the Land Transfer Commission.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The long-expected report of the Land Transfer Commission recently issued makes very instructive reading. It is generally

thought that, as it is not satisfactory to either the advocates or opponents of compulsory registration of title, the Commissioners have done their duty well. As one of the witnesses who on the inquiry gave evidence against compulsory registration I venture to ask you to allow me to explain my views on the position.

A word first as to the composition of the Commission and the terms of reference. Of the twelve Commissioners appointed one only (the late Mr. Pennington) was a solicitor, and he had been admitted so far back as 1855. The terms of reference, viz. "To consider and report upon the working of the Land Transfer Acts, and whether any amendments are desirable," begged the one question that is really material. That question is, whether or not it is desirable to bring the experiment of compulsory registration to an end. The dissatisfaction of solicitors on these points (and solicitors have, after all, more intimacy with the work of conveyancing than the bar or any other class in the community) was embodied in a resolution passed unanimously at the provincial meeting of the Law Society held in Birmingham in October, 1908. Of the claims subsequently made by the Law Society—(1) to have the number of Commissioners increased by the addition of an adequate number of solicitors, (2) to have the terms of reference enlarged, and (3) to secure that the evidence on the then pending inquiry should be taken in public—unfortunately not a single one was entertained.

As a result the Commissioners appear to have started with the view that "the principle of transferring the ownership of land through the medium of a registry of title has been long accepted by Parliament." This view, if it is to be read as applying to compulsory registration, is entirely erroneous. The first Act of 1862 and Lord Cairns' Act of 1875 were purely permissive. Lord Cairns was, however, wholly opposed to the Land Registry. The explanation he gave in 1879 was that "finding the State in the possession of the Office Registry, which could not be displaced and must be utilized, I did not consider at that time that I had any choice but to endeavour to do the best I could with it."

The third Act, the Act of 1897, so far from adopting compulsion as a principle, was avowedly passed to try compulsion as an experiment. The trial was to take place in one county and the period as understood at the time was to be three years. The County of London was subsequently selected, and it has been on trial in that county since the 1st January, 1899.

It seems clear, however, that the authorities when framing the terms of reference, treated the continued existence of the Land Registry as a matter not open to question. The result is that this, the one vital question that in the public interest should have been answered, had to be ignored. Can anyone who has read the report doubt what the answer would have been if this—the real—question had formed part of the reference?

The Commissioners thus directing their report simply to the question of extending compulsion, feel bound to say that "the system as it stands is in our judgment imperfect and we cannot recommend the extension of an imperfect system. We think that it should first be amended in the manner we have proposed, and that if after sufficient experience the amended system is found to work satisfactorily within the present compulsory area of the County of London," Parliament should then consider a measure for gradually extending the system to the whole country. But the practical question is, what is to happen if the system, even when amended, is still found not to work satisfactorily?

Once again, therefore, the system is to be thrown into the melting-pot. Since 1862 the authorities have from time to time by the issue of innumerable rules attempted to adapt the system to the existing conditions (conditions that in this country are different to any that exist elsewhere), but notwithstanding the most strenuous efforts they have admittedly failed to evolve a workable system. After having experimented for twelve years without any success, is there reason to believe, or even to hope, that they will be more successful in the future? Indeed, it is obvious that the same result must follow even if every one of the amendments now suggested were passed to-morrow. The complicated division into titles of varying character and the heavy fees that have to be levied for the upkeep of the registry will suffice as illustrations of the inherent vices of the system which will always prevent it from succeeding.

Many years ago we were told on the highest authority that "*primâ facie* it would certainly appear that no system really beneficial to landowners would require to be forced upon them, and, of course, to apply compulsion to any system not really beneficial would be a *wild injustice*." These words should now be read side by side with the statement in the report that "it is not too much to say that up to the present time the effect of compulsory registration of title in London has been to place a purchaser there at a disadvantage as compared with a purchaser elsewhere."

The Act of 1897 has given the Privy Council, which for this purpose means in effect the Lord Chancellor, power to rescind at any time the order applying compulsory registration to London. The Lord Chancellor can therefore put the matter right by a stroke of the pen.

For the last twelve years property owners in the County of London have suffered from the burden of a costly experiment, and as it is now clear that the system is "imperfect," the time has surely come to relieve them of their burden.

J. S. RUBINSTEIN.

5 and 6, Raymond-buildings, Gray's Inn, W.C., Feb. 22.

CASES OF THE WEEK.

Court of Appeal.

KINGSTON-UPON-HULL INCORPORATION FOR THE POOR v. HACKNEY UNION. No. 1. 15th and 16th Feb.

POOR LAW—SETTLEMENT—REMOVAL—RESIDENCE OF LEGITIMATE CHILD UNDER SIXTEEN YEARS OF AGE WITH DESERTED MOTHER—ACQUISITION OF SETTLEMENT BY RESIDENCE—POOR LAW REMOVAL ACT, 1864 (9 & 10 VICT. c. 66), ss. 1, 3—POOR REMOVAL ACT, 1848 (11 & 12 VICT. c. 111), s. 1—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876 (39 & 40 VICT. c. 61), ss. 34, 35.

The father of a legitimate child deserted his wife and child in 1888, *and before the child reached the age of sixteen acquired a settlement in the parish of H. The wife and child continued to live together in the parish of N., where the father had deserted them, until* 1900, *when the child, then fourteen years of age, left N., and lived in various places without acquiring a settlement in any of them.*

An order having been obtained by the guardians of a union (not comprising the parish of N.) for the removal of the child to the union comprising the parish of H., the Divisional Court (Darling, J., dissenting) held, following West Ham Union *v.* Holbeach Union (1905, A. C. 450) and Fulham Union *v.* Woolwich Union (1907, A. C. 255), *that the order of the justices was wrong, and that the settlement of the pauper was in the parish of N. On appeal,*

Held, that the decision of the Divisional Court (reported 103 L. T. 599, 9 L. G. R. 42) *should be affirmed.*

Appeal by the respondents, the Guardians of the Poor of the Hackney Union, from the judgment of the Divisional Court (reported 103 L. T. 599, 9 L. G. R. 42) on a case stated by quarter sessions on an appeal against an order obtained by the respondents from justices adjudging that the parish of Holy Trinity and St. Mary, Kingston-upon-Hull, was the place of the last legal settlement of one Mabel Pelham (a woman about twenty-three years of age) and her illegitimate child, Albert Henry Pelham (aged about two years), paupers, then chargeable to the Hackney Union at the Union Workhouse at Homerton, London, N.E., and whereby the appellants were ordered to receive and provide for the said paupers. The case stated that Mabel Pelham was the lawful daughter of John and Maria Pelham, and was born in the parish of Newhaven, Sussex, on or about the 13th of April, 1886. John Pelham and Maria Pelham resided together at Newhaven until about the year 1888, when the former deserted his wife and went to reside at Weymouth, Dorset, where he remained until June, 1894. From the date of such desertion Maria Pelham continued to reside without interruption or relief in the parish of Newhaven with the pauper Mabel Pelham for upwards of one year thenceforward until about the year 1900, and, by reason of the first year of such residence, Mabel Pelham was rendered exempt from removal from the Newhaven Union, in accordance with the provisions of section 3 of the Poor Removal Act, 1861, as amended by the Poor Law Amendment Act, 1866, section 17. At the time of the desertion by John Pelham, the pauper Mabel Pelham continued there to reside without intermission or relief for the term of three years and upwards with Maria Pelham, until about the year 1900. In that year Mabel Pelham, who was then about fourteen years of age, left Newhaven, and went to reside elsewhere at various places, but she has not since 1900 resided in any parish for a sufficient length of time to acquire a settlement. About the end of 1894 John Pelham went to reside within the area of the Kingston-upon-Hull Incorporation for the Poor, and had continued to reside within that area ever since. At the time that his daughter, the pauper Mabel Pelham, attained the age of sixteen years—namely, on the 13th of April, 1902, John Pelham was last legally settled in the parish of Holy Trinity and St. Mary, Kingston-upon-Hull, having resided for the term of three years in that parish, in accordance with the provisions of section 34 of the Divided Parishes and Poor Law Amendment Act, 1876. The appellants contended that the pauper Mabel Pelham resided in the parish of Newhaven for the term of three years in such manner and under such circumstances in each of such years as to have rendered her irremovable, in accordance with section 3 of the Poor Removal Act, 1846, and that she acquired a settlement in the parish of Newhaven by such residence under section 34 of the Divided Parishes and Poor Law Amendment Act, 1876, and further that such alleged settlement in the parish of Newhaven was her last legal settlement. The respondents contended that Mabel Pelham took the settlement of her father John Pelham until she reached the age of sixteen, and that on that date she was settled in the parish of Holy Trinity and St. Mary, Kingston-upon-Hull. And, further, that when she reached the age of sixteen she retained her settlement in that parish, and that it had been the place of her last legal settlement ever since. The question for the opinion of the court was whether upon

the facts as stated above the pauper Mabel P. and her illegitimate child were settled in the parish of Holy Trinity and St. Mary, Kingston-upon-Hull, or not. The Divisional Court (Lord Alverstone, C.J., and Pickford, J., Darling, J., dissenting) were of opinion that since the daughter had resided in the parish of Newhaven for the term of three years in such manner and under such circumstances as to render her irremoveable, she had acquired a settlement in that parish under section 34 of the Act of 1876, and did not, under the first clause of section 35 of that Act, take and retain after the age of sixteen her father's settlement in Kingston-upon-Hull. The respondents appealed. Without hearing counsel for the appellants,

VAUGHAN WILLIAMS, L.J., said that in deciding this case Lord Alverstone, C.J., and Pickford, J., had applied the most recent decisions of the House of Lords—namely, *West Ham Union* v. *Holbeach Union* (1905, A. C. 450) and *Fulham Guardians* v. *Woolwich Union* (1907, A. C. 255), and had come to the conclusion that on those authorities the guardians of Kingston-upon-Hull were entitled to judgment. Counsel on behalf of the Hackney Union, in appealing from the decision of the Divisional Court, had referred them to other cases previously decided, all of which dealt with legitimate children, and had submitted that the two cases of West Ham and Fulham, which related to illegitimate children, when carefully examined, did not bear out the appellants' contention, if, in the opinion of the court, section 35 of the Act of 1876 qualified section 34 of that Act in the case of legitimate children. His lordship desired to express no opinion on that point. It seemed to him that this case raised a question for the final tribunal to decide. He agreed with Lord Alverstone, L.C.J., that the *West Ham* and *Fulham cases* were authorities which bound them to decide the present case against the Hackney Union.

FARWELL and KENNEDY, L.JJ., agreed. Appeal dismissed with costs. —COUNSEL, *Macmorran*, K.C., and *Sydney Davey*, for the respondents; *Rawlinson*, K.C., and *Herbert Davey*, for the appellants. SOLICITORS, *Stones, Morris, & Stone; Bell, Brodrick, & Gray*, for *P. H. Winter*, Hull.

[Reported by ERSKINE REID, Barrister-at-Law.]

TALBOT *v.* **ALEX. VON BORIS AND WIFE.** No. 1. 15th Feb.

HUSBAND AND WIFE—PROMISSORY NOTES BY HUSBAND AND WIFE—NATURE OF TRANSACTION NOT EXPLAINED TO WIFE—DURESS—BILLS OF EXCHANGE ACT, 1882, s. 30.

Where a wife becomes surety for her husband in a transaction under which she is to get an indirect advantage, and she pleads in defence to an action that her signature had been obtained by duress, the onus *is upon her of proving that the nature of the transaction and what she is doing had not been explained to her.*

So held, affirming a decision of Phillimore, J., *who, on the findings of a jury, entered judgment in favour of the plaintiff.*

Application by the defendant, Mrs. Von Boris, for judgment or a new trial of an action tried before Phillimore, J., and a common jury (reported 27 T. L. R. 95). The action was commenced by a specially endorsed writ under order 14 to recover two sums of £400 and £100, due upon two promissory notes dated the 1st of January, 1910, and the 1st of September, 1910, respectively. The notes had been given to the plaintiff by the male defendant for advances of £250 and £75 made to him, and had also been signed by the female defendant as surety. The male defendant did not appear to defend the action; the female defendant pleaded that her signature to the notes had been obtained by duress. The jury found, in answer to specific questions, that Mrs. von Boris's signature to both notes had been obtained by duress; that with regard to the £400 note the substance of the transaction had not been sufficiently explained to her, but that the substance of the transaction with regard to the £100 note had been sufficiently explained to her; that when she signed the note for £400 she knew that she was incurring a possible liability for the benefit of her husband; that £250 and £75 had been advanced upon the notes; and that if there had been duress the plaintiff did not know of it. The learned judge ordered that judgment should be entered for the plaintiff against the defendant, Mrs. von Boris, for £100 on the first note and for £75 on the second note, with the costs of the action. Mrs. Von Boris appealed.

VAUGHAN WILLIAMS, L.J., said it was clear that the defendant knew what she was doing when she signed these promissory notes, in the sense, at any rate, that she was signing a document which would give the plaintiff a claim on her. The only real defence was that of duress, and as to that the defendant had in her favour the finding of the jury that in each case her signature had been obtained by duress; but there was also a finding against her that the duress had not been to the knowledge of the plaintiff. The defendant's case could not therefore be based on the finding of the jury, and could only be based on the proposition that by section 30 of the Bills of Exchange Act, 1882, the onus was on the plaintiff to prove that he gave value for the notes and took them in good faith. In her evidence Mrs. Von Boris stated that she did not believe that the plaintiff knew of the duress, but in this court it was argued by her counsel that the mere fact that she had made that statement, in the absence of affirmative proof that the plaintiff took the notes in good faith, left the case in such a condition as to entitle her to judgment. But, in his lordship's opinion, the words in the proviso to sub-section 2 of section 30 of the Act of 1882 showed that that sub-section was not intended to apply to a case where the instrument, whether bill or note or cheque, remained in the hands of the person to whom it was originally delivered. The practical result, if that was the right view, was that sub-section 2 of section 30 ought not to be held to be applicable to any case in which the holder, seeking to enforce the negotiable instrument, was the very person to whom it had been originally handed, and with whom it had remained in possession. The burden of proof remained with the defendant, and the appeal must be dismissed.

FARWELL and KENNEDY, L.JJ., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *David*, K.C., and *B. Adler*, for the defendant; *Moresby*, for the plaintiff. SOLICITORS, *Goodacre & Co.; Jackson, Elwell, & Curran.*

[Reported by ERSKINE REID, Barrister-at-Law.]

LURCOTT *v.* **WAKELY.** No. 2. 17th Feb.

LANDLORD AND TENANT—LEASE—COVENANT—REPAIR AND KEEP IN THOROUGH REPAIR AND GOOD CONDITION—OLD HOUSE—REBUILDING FRONT WALL.

A tenant who has covenanted to repair and keep in thorough repair and good condition the demised premises is bound to rebuild the front wall of the premises if required to do so by the local authority on the ground that the structure is dangerous, even though the condition of the wall is caused by the lapse of time and nothing else, such a work being only a repair of a subsidiary portion of the premises, and not amounting to a substantial change in the character of the property demised.

This was an appeal from the dismissal by Darling and Bucknill, JJ., of an appeal to the King's Bench Division from a decision of an Official Referee. The plaintiff was the owner of a house in Hatton-garden which had been let for a term of twenty-eight years from the 25th of March, 1881, by a lease dated the 18th of May, 1881, of which the defendants were assignees. Under the covenants in the lease the defendants were bound to "well and substantially repair, paint, glaze, cleanse, and keep in thorough repair and good condition all the said premises thereby demised." By a deed dated the 1st of April, 1895, it was agreed that the lessees should be at liberty to erect trade machinery on the premises so far as such erection could be effected without causing permanent injury to the walls and main timbers of the premises, and might within six months before the expiration of the term remove such machinery, but that the lessees should make good all damage to the premises occasioned by the erection and subsequent removal of the machinery, and generally reinstate the premises in such condition as the same were in before the erection of the machinery plant or fixtures so removed, to the satisfaction of the lessor's surveyor. On the 22nd of July, 1903, the plaintiff gave notice in writing to the defendants to repair the premises in accordance with the covenant in the lease, to remove all machinery, and make good all damage caused by the erection and subsequent removal of the same, and generally to reinstate the premises in such condition as they were in before the erection of the machinery, to the satisfaction of the plaintiff's surveyor. The defendants removed the machinery and executed some repairs, but did not otherwise comply with the notice. On the 11th of February, 1909, the London County Council gave notice in writing to the owner and occupiers of the premises under the London Building Act, 1894, and the London Building Act, 1894 (Amendment) Act, 1898, that the premises had been certified by the district surveyor to be in a dangerous state, and requiring them forthwith to take down the front external wall to the level of the ground floor and to shore up and hoard in the same immediately. The defendants disputed the necessity of this requirement, and the matter was referred to an arbitrator, who, by his award on the 5th of March, 1909, determined that the requirements set out in the notice were necessary and proper. On the 15th of February, 1909, the plaintiff required the defendants to comply with the notice before the 25th of March, 1909, when the lease expired, and to then deliver up the premises to him in a proper state of repair. They failed to comply with this notice, and on the 4th of May, 1909, an order was made for the plaintiff to take down the front wall to the level of the ground floor within twenty-one days. The plaintiff complied with this order, and on the 11th of June, 1909, the district surveyor gave notice to the plaintiff to take down the remainder of the wall and rebuild in accordance with the provisions of the London Building Act. The plaintiff alleged that the requirements of the London County Council were rendered necessary by the failure and neglect of the defendants to repair the premises and keep the same repaired in accordance with the covenants in the lease, and he brought the present action for damages for breach of covenant, claiming, among other items, £256 4s. 6d. as the expense of rebuilding the front wall. The case was referred to Mr. Verey, the Official Referee, who decided in favour of the plaintiff. The defendants appealed to the Court of King's Bench, who dismissed the appeal. The defendants now appealed to the Court of Appeal. On behalf of the appellants it was contended that rebuilding the front wall was not a repair, but really involved presenting the landlord with a new house.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R.—I think that the decision of the Divisional Court was perfectly right. The question really is whether the defendants are entitled to say that it was the natural effect of age which destroyed the wall, and its destruction was not due to any negligence on their part, and therefore they are not liable to make it good. On the other hand, it is said that the defendants have entered into a very wide covenant to repair, and that repair in many cases involves renewal.

I think Fletcher Moulton, L.J., in the course of the argument, gave the illustration of a lead pipe breaking, which can only be repaired by renewing the pipe, and there must be many similar instances. We have had our attention called to a number of authorities. Those authorities contain expressions some of which, taken apart from the facts of the case, seem to me far too wide. I refer especially to the language of Tindal, C.J., in *Gutteridge* v. *Munyard* (1 M. & R. 334, 7 C. & P. 129). That was a *nisi prius* case. There are two reports of the judgment, which differ materially, and I think that it is not fair to the memory of that learned judge to hold him bound, or to suggest that his successors are bound, by every word contained in one of those reports of his judgment. I am not prepared to assent to this view: "What the natural operation of time flowing on effects, and all that the elements bring about in diminishing the value, constitute a loss which, so far as it results from time and nature, falls upon the landlord." That sentence is obviously too wide if it means that the tenant is not liable for any loss which is due to lapse of time and the effect of the elements, and it seems to me to be inconsistent with the subsequent authorities. There have been cases, of which *Torrens* v. *Walker* (1906, 2 Ch. 166) is the leading example, which say that there has been such a change of circumstances that what is to be done is not repair at all, but involves an entirely new subject matter. I think that the decision in *Torrens* v. *Walker* was quite right on the facts of that case—namely, that there had been a change of circumstances which could not be taken to have been within the contemplation of the parties when the covenant was entered into, and that the covenant must be construed with reference to that limitation. So in *Lister* v. *Lane* (1893, 2 Q. B. 212) it was held that circumstances had arisen which could not have been within the contemplation of the parties, and therefore it would not be reasonable to enforce the covenant. But suppose that by reason of a gale an old chimney stack has been blown down, can a tenant under a repairing lease of this kind say: "That is only due to age and the elements, and I am not responsible." That is absolutely impossible. *Proudfoot* v. *Hart* (25 Q. B. D. 42) seems to me to lay down a proposition on this point, namely, that it is the duty of a tenant to replace a floor which is no longer a floor, in that it has become too rotten to support the weight of human beings or furniture, by something which is a floor. That being so, it seems to me that we must in this case, as in every other case of the kind, ask ourselves the question: Does the proposed repair amount to a substantial change in the subject matter of the demise, or is it merely the renewal of a subsidiary portion of the demised property? In the present case it is plain that this wall was merely a subsidiary portion of the demised premises. The restoration of the wall will not change the character or nature of the building. I am unable to see that it differs in any way from the case of some rafters in the roof becoming rotten through lapse of time and the effect of the elements and admitting water. It seems to me that we should be narrowing these covenants in a dangerous way if we were to hold that the defendant is not liable. The appeal must be dismissed with costs.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments dismissing the appeal.—COUNSEL, *Pollock*, K.C., and *Latter*; *English Harrison*, K.C., and *Dyer*. SOLICITORS, *Wild & Collins*; *Letts Brothers*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

CARRUTHERS *v.* **PEAKE.** Warrington, J. 17th Feb.

BANKRUPTCY—ANTE-NUPTIAL SETTLEMENT—INTENT TO DEFEAT OR DELAY CREDITORS—INFERENCE OF INTENT—13 ELIZ. C. 5—INTEREST TO DAUGHTER BY PREVIOUS MARRIAGE.

A voluntary settlement may be declared void, as against the settlor's trustee in bankruptcy, without proof of actual intention to defeat or delay creditors, if the circumstances of the particular case be such that the settlement must necessarily have that effect. A settlement by a widower on remarriage is voluntary as regards a daughter by a previous marriage interested therein.

Freeman *v.* Pope (*L. R.* 5 *Ch.* 538) *followed.*

In this action the plaintiff was the trustee in bankruptcy of Henry Lewis, deceased, the defendant Peake the trustee of a marriage settlement made by the said Henry Lewis and the defendant Matilda Lewis, the sole beneficiary under the settlement. The plaintiff sought to have the settlement declared void as regards the property contained therein under section 47 of the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52) and under the statute 13 Eliz. c. 5. In 1898 Lewis was heavily indebted and formed a scheme to deal with his trade creditors. On the 31st March, 1898, he executed a settlement, on his marriage, for the benefit of himself and wife for their lives, then to the issue of the marriage, and failing issue to the defendant Matilda Lewis, his daughter by a former marriage. On the 29th of September in that year a petition in bankruptcy was filed; he was adjudicated bankrupt in October, and obtained his discharge in August, 1899. The wife died in 1902, and Henry Lewis in July, 1910.

WARRINGTON, J., after stating the facts, continued: The statute of Elizabeth (13 Eliz. c. 5) declares void as against creditors conveyances and dealings with property intended to defeat or delay creditors. In cases such as this there is no material from which to infer any such intent, and from the very nature of the case proof of such intent is impossible. Now, in the case of *Freeman* v. *Pope* (L. R. 5 Ch. 538) Lord Hatherley, L.C., laid down: "It is established by the authorities that, in the absence of any such direct proof of intention, if a person owing debts makes a settlement which subtracts from the property which is the proper fund for the payment of these debts, then, since it is the necessary consequence of the settlement (supposing it effectual) that some creditors must remain unpaid, it would be the duty of the judge to direct the jury that they must infer the intent of the settlor to have been to defeat or delay his creditors, and that the case is within the statute." It is said that this statement is inconsistent with statements in the cases *Re Mercer* (17 Q. B. D. 290) and *Re Holland* (1902, 2 Ch. 360). In the former case all that Esher, M.R., says in effect is that the mere fact that in the result the withdrawal of property by a settlement delays or defeats creditors is not enough to enable the court to infer an intent to do so. This is obvious, because any settlement has the effect of depriving the settlor of property which otherwise would have been available for discharging his liabilities. Further, nothing laid down in *Re Holland* detracts from the force of the passage in *Freeman* v. *Pope*. In this case a man had made an arrangement with his creditors, became bankrupt within six months of the settlement, and without the property comprised in the settlement could not have paid his debts. I hold, therefore, that the settlement was made with intent to defeat or delay the creditors. Now, was it voluntary or for good consideration? As to the wife, it was certainly for consideration. As to the daughter by the previous marriage, we must remember this is a case of a widower disposing of his property, not of a widow providing for children of a former marriage. This seems covered by authority; in *Cameron* v. *Wells* (37 Ch. D. 32) Kay, J., held that a conveyance made under similar conditions was void under the statute 27 Eliz. c. 4. The effect will be the same under 13 Eliz. c. 5. I am bound, therefore, to hold, as I should have held had there been no authority, that the defendant Matilda Lewis is a volunteer. I therefore declare the settlement void as against the plaintiff. Now, it has been urged that I should only order the trustee to repay sufficient out of the property comprised in the settlement to discharge the debts remaining unpaid, and to provide for the remuneration of the trustee and the costs of the bankruptcy. I direct, however, the trustee to pay over the settled property to the plaintiff, without prejudice to his right to recover the balance, if there be any, after all charges have been paid. I must order the defendant Peake to pay the costs of the action, without prejudice to his right of recouping himself out of the residue of the settled fund. No order as to costs against the plaintiff Matilda Lewis, as she was not a necessary party to the action.—COUNSEL, *H. Terrell*, K.C., and *J. Tanner*; *Clayton*, K.C., and *A. à Beckett Terrell*. SOLICITORS, *Letts Brothers*; *G. M. Folkard*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

***Re* WHITELEY. BISHOP OF LONDON** *v.* **WHITELEY.** Eve, J. 15th Feb.

WILL—CHARITY—GIFT TO FOUND HOMES FOR AGED POOR—SITE TO BE IN WESTERN SUBURB OF LONDON OR IN ADJACENT COUNTRY—"WESTERN SUBURB"—"ADJACENT."

A testator gave a large sum of money to found homes for aged poor, and directed his trustees to lay out a sufficient part thereof in the purchase of a site "in some or one of the western suburbs of London or in the adjacent country." The trustees proposed to purchase a very eligible site for the purpose near Croydon.

Held, that the site was not in a western suburb or in the adjacent country.

This was a summons taken out by a majority of the trustees, asking that it might be determined that the Shirley House estate, near Croydon, was within the area of selection allowed by the will, and, if so, that an order might be made, under the Mortmain Act, 1891, section 8, sanctioning a conditional contract for the purchase of the estate by the trustees. By his will the late William Whiteley directed £1,000,000 to be appropriated out of residue for the Whiteley Homes, and he directed the trustees to lay out a sufficient part thereof "in the purchase of lands of freehold tenure, situate in some or one of the western suburbs of London or in the adjacent country, and, if possible and convenient, within ten miles of Charing Cross," to be selected by the trustees as a site for the erection thereon of buildings to be used and occupied as homes for aged poor persons, and to be called the "Whiteley Homes for the Aged Poor," or by such other name as the trustees should think fit, but so that the name "Whiteley" should form part of such name, and the testator declared it to be his wish that the site to be selected by the trustees should be in as bright, cheerful, and healthy a spot as possible, even if such site could only be acquired at additional expense, and that in selecting such site the trustees should, so far as might be, avoid a heavy, clay soil, and choose a soil of gravel, sand or chalk. The trustees appointed a committee to inquire into the matter, and such committee advertised for a suitable site for the homes. Out of a large number of replies to such advertisement, a majority of the trustees selected the Shirley House estate, near Croydon, as being the most suitable, the next most eligible being Hillingdon House estate, near Uxbridge, and estates at Watford, Walton and Hanworth. The defendants, William Whiteley and Frank Ernest Whiteley, two of the trustees, opposed the application on the ground that the Shirley House estate was outside the area limited by the will, and that the court could not alter the will.

EVE, J.—This is an application for the sanction of the court to the acquisition by the trustees of the Shirley House estate for the purposes of the Whiteley Homes. If I were at liberty to exercise my own discretion in the matter, I should say at once that the Shirley House estate

is far and away the most eligible site for the purpose. But what I have to do is to construe the will, and the whole point lies in the construction of the words "western suburbs of London or in the adjacent country." The first question is whether the word "adjacent" refers to London or to the western suburbs, and, having carefully considered the matter, I think I am bound to read the word as having reference to the latter—that is, to the western suburbs. It seems clear that the idea of the testator was to locate the "homes" in the western suburbs, and that as he thought it might not be possible to obtain a suitable site there, he extended the area to the country adjacent to the western suburbs. On the will, I will not say that it is quite clear, but that is the preferable construction. That, however, does not dispose of the case. It is next said that Croydon is a western suburb. The plaintiffs contend that you must draw a line, north and south, through the centre of London, and that, inasmuch as Croydon would fall west of that line, therefore it is a western suburb. I do not think that is what the testator intended. He was well acquainted with London, and it would be absurd to suppose that he spoke of London as divided by an imaginary line drawn north and south as suggested. In considering the position of the suburbs, they are properly divided into four quarters. Without actually deciding the point, I think the trustees will be well advised if they treat Charing Cross as the centre and an angle of 90 deg. (that is, 45 deg. north and south) from that point as including the western suburbs. That is roughly what I think the testator intended. I cannot, therefore, treat Croydon as a western suburb. Then it is said that if it is not a western suburb it is at least adjacent to a western suburb. But it is probable that it is not adjacent to any suburb which will come within the 90 deg. The word "adjacent" is a flexible term, but it must here be read in a limited sense, and not as it was construed in *The Mayor of Wellington* v. *The Mayor of Lower Hutt* (1904, A. C. 773). So construing it, I do not think Croydon ought to be treated as country adjacent to a western suburb. I cannot therefore sanction the conditional contract. I may add that I do not treat the word "adjacent" as meaning adjoining, and therefore the Hillingdon House estate would probably fall within the area allowed by the will. The costs of all parties as between solicitor and client will be paid out of the fund.—COUNSEL, *P. O. Lawrence*, K.C., and *Errington; Rolt; Sargent.* SOLICITORS, *Baileys, Shaw, & Gillett; Rose-Innes, Son, & Crick; The Treasury Solicitor.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **ANGUS WATSON & CO.'S APPLICATION.** Parker, J. 20th Feb.

PRACTICE—ORIGINATING MOTION PLACED IN NON-WITNESS LIST—ORDER AS TO SUPREME COURT FEES, 1884, ITEM 52.

Where, to suit the convenience of the court, an originating motion is directed to be placed in the non-witness list, no hearing fee ought to be demanded.

In accordance with rule 121 of the Trade-Marks Rules, 1906, an appeal to the court was made by way of a motion, and upon the suggestion of the judge, and to suit the convenience of the court, it was directed that the matter should be placed in the non-witness list, and upon the applicants seeking to carry this direction into effect a hearing fee of £2 was demanded, in accordance with item 52 of Order as to Supreme Court Fees, 1884 (White Book, vol. 2, p. 272). The applicants objected to this payment on the ground that if the motion had been heard in the usual way no such fee would have been payable. It appeared that there was no settled practice, the hearing fee in such cases being sometimes demanded and sometimes not. No argument in support of the contention that the fee was payable was raised on behalf of the official solicitor.

PARKER, J., said: I have no doubt that no fee is properly payable in this case. Where an originating motion comes on before a judge and he directs it, for his own convenience, to be placed in the non-witness list, or the witness list, that direction alone ought not to cause a fee to be payable. In these cases, therefore, no request for a fee should be made by the cause clerk, and I accordingly accede to Mr. Sebastian's application.—COUNSEL, *L. B. Sebastian; C. H. Sargant; C. H. C. Noad.* SOLICITORS, *G. B. Ellis; The Official Solicitor; Halse, Trustram, & Co.*

[Reported by F. BRIGGS, Barrister-at-Law.]

High Court—King's Bench Division.

WOOD *v.* **PRESTWICH.** Div. Court. 15th and 16th Feb.

SCHOOL (ENDOWED)—HEADMASTER—POWERS UNDER SCHEME UNDER ACT—POWER, ACTING BONA FIDE, TO EXPEL SCHOLAR—ENDOWED SCHOOLS ACT, 1869 (32 & 33 VICT. C. 56), S. 45.

Clause 39 of a scheme made under the Endowed Schools Act, 1869, with regard to an endowed school, which, by section 45 of that Act, having been approved by her Majesty in Council, was to have full operation and effect as if enacted in that Act, provided that, subject to any rules prescribed by or under the authority of the scheme, the headmaster was to have under his control generally "the whole internal organisation and management and discipline of the school, including the power of expelling boys from the school or suspending them from attendance thereat for any adequate cause to be judged by him."

A boy at this school who had obtained a Brackenbury scholarship under the terms of the scheme was expelled by the headmaster, it being alleged that this boy had stolen postage stamps belonging to another boy. The father of the boy brought an action for breach of contract against the headmaster in failing to keep his son at the school. It was admitted that the headmaster had not acted mala fide *in expelling the boy. A jury in the county court found that the headmaster had acted unreasonably in expelling the boy—damages £50. Judgment was entered for the plaintiff.*

Held, that whether or no there was any implied contract between the parent and the headmaster, as the headmaster had acted bonâ fide, *he was justified by the terms of clause 39 of the scheme. If there was an implied contract between the parties it was subject to the terms of clause 39 of the scheme, which bound the parent, and not merely the headmaster, in his relations with the governors of the school. Judgment therefore must be entered for the defendant.*

Appeal from the Stockton-on-Tees County Court. The facts of the case appear sufficiently from the head-note and the judgments set out *infra*. Clause 39 of the scheme of 1892 with reference to this school (the Richmond Grammar School, Yorkshire) was in the following terms:—"Subject to any rules prescribed by or under authority of this scheme, the headmaster shall have under his control the choice of books, the method of teaching, the arrangement of classes and school hours, and generally the whole internal organisation and management and discipline of the school, including the power of expelling boys from the school or suspending them from attendance thereat for any adequate cause to be judged by him; but on expelling or suspending a boy he shall forthwith report the case to the governors." By clause 44 the school was stated to be open to all boys of good character and sufficient health residing within a certain specified district. Clause 52 provided for certain scholarships tenable at the school, to be known as Brackenbury scholarships, which exempted the holder wholly or partially from tuition fees.

RIDLEY, J.—In this case the action was brought by the parent of a boy, who had been entered at the Richmond Grammar School in 1909, having gained what was called a Brackenbury scholarship under terms which are part of a scheme authorized under the Endowed Schools Act, 1869. By sections 45, 46, and 47 of the Endowed Schools Act, 1869, this scheme was to have the authority of an Act of Parliament. The effect of this enactment is that all persons who enter boys at the school are under that scheme and subject to the provisions of that scheme. I do not think the plaintiff can be held to say that he had no notice of the scheme or of its terms. On the contrary, I think the parent was affected with notice of terms of the scheme because, amongst other reasons, his son had the advantage of entering the school without paying tuition fees owing to the boy having gained this scholarship. The parent of the boy brought this action against the headmaster because his boy had been expelled by the headmaster, and the plaintiff framed his case on a breach of contract which he alleged had been entered into between himself and the headmaster. His counsel says that if there was no contract when the boy entered the school, at all events, there was one when he commenced to receive the benefit of instruction, and he quoted the case of *Fitzgerald* v. *Northcote and Another* (1865, 4 F. & F. 656) and *Hutt and Another* v. *Haileybury College (Governors of)* (1888, 4 T. L. R. 623) as showing that there was such a contract. No doubt Cockburn, C.J., in *Fitzgerald* v. *Northcote* (*supra*) did use expressions which tended to support that contention when he said that as between a parent and a schoolmaster there was a contract or an implied contract that the master should act reasonably and not expel a boy without sufficient cause. Reliance was also placed on what was said by Field, J., in *Hutt's case* (*ubi sup.*), but in that case there was an actual agreement between the parties which rendered it unnecessary for the learned judge to decide that in all cases there is necessarily such an implied contract, so I think that the remarks of the learned judge were *obiter*, and had nothing to do with the actual point raised by the case. I am by no means sure as to how far it is really advisable to interfere with the exercise of the discretion of the headmaster of a public school. I can imagine a case where it might be well that a master should act without bringing the matter forward in public. If I had to decide the present case on the ground that there was an implied contract I should have had considerable doubt on the point. It is, however, unnecessary to so decide the case, because, as I have said, I think that the parent of this boy was bound by the terms of this scheme, which included section 39. As it seems to me, when this boy was sent to reap the advantage of this education he came under the terms of the scheme. I do not think there could be any implied contract between the headmaster and the parent contrary to the terms of the scheme, so that the result is this, that whether or no there was a contract between the parent and the headmaster, the position of affairs was that, subject to any rules prescribed by or under authority of this scheme, the headmaster was to have under his control "generally the whole internal organisation and management and discipline of the school, including the power of expelling boys from the school, or suspending them from attendance thereat for any adequate cause to be judged by him." Now, we have had several cases quoted to us as to the meaning of such words as these, "for any adequate cause to be judged by him," but it is not easy to see the bearing of these cases on the present case. If anything, they tend to show that the discretion of the master, if properly exercised, cannot be interfered with. But the case of *Wright* v. *Zetland* (*Marquis of*) (1908, 1 K. B. 63) is more in point than these other cases that have been referred to. This case was decided on section 40 of this same scheme, a section which deals with the power of a headmaster to dismiss an assistant master.

Although the words of section 39 and section 40 are not absolutely the same, it is a little difficult to see how there can be a wider discretion given to a person who has power to dismiss at pleasure an assistant master, than is given to a person who has the power of expelling a boy for adequate cause to be judged by him. It was held in that case that the power given by section 40 was an absolute one, and I think we ought to hold that there was absolute power to expel a boy under clause 39, provided the power is exercised honestly. That is a strong decision in favour of the defendant here, and it is difficult to distinguish the two cases, except by saying that the one deals with the headmaster's power over an assistant master, and the other with his power over a boy. Vaughan Williams, L.J., in giving judgment in that case, said that the pleasure of the headmaster must be exercised in good faith. So, too, in the case of this boy, I think that the power given to the headmaster to expel a boy by clause 39 must be exercised in good faith. If it were not exercised in good faith, then the discretion was wrongly exercised, and proceedings would lie against the headmaster. Now, what happened at the trial of this case? It was admitted then, as it has been admitted here, that there was no kind of *mala fides* on the part of the defendant. The judge left two questions to the jury, and in his direction to them he did not sufficiently distinguish between the question of unreasonableness and that of *mala fides*. The jury found:—(1) That the boy was expelled, and (2) that he was unreasonably expelled. The county court judge had then left the court, and the registrar asked them whether the expulsion was grossly unreasonably, and the foreman said "unreasonable." It was admitted that there had been no evidence before the jury of *mala fides*, and that being so I think the verdict should have been for the defendant. Accordingly I think the appeal should be allowed, and judgment entered for the defendant.

AVORY, J.—I am of the same opinion. I wish to add a word on the point suggested on behalf of the plaintiff, that, putting aside the terms of the scheme by which it was suggested the father was not bound, there is in every case an implied contract between the master of the school and the parent of the pupil, that the master must keep the boy at the school, and may not expel him without reasonable cause, and that in every case there was a question for the jury whether or not the master's actions were based on reasonable cause. And in support of his argument counsel for the plaintiff quoted the *dicta* of Cockburn, C.J., in *Fitzgerald* v. *Northcote* (*ubi sup.*) and of Field, J., in *Hutt's case* (*ubi sup.*). Now, with the greatest deference to the opinion of such learned judges, I can only say that if they mean that in every case where a boy was expelled on the suspicion of theft, or on the suspicion of any other offence which may be against good discipline, that the headmaster can only justify by proof to a jury of the commission of the offence, then with great deference I venture to differ from them. I cannot help thinking that even if any such question is to be applied at all in a case such as the present, that the headmaster can expel a boy if he had reasonable ground for believing the boy had committed the offence; and that if it were found that he had reasonable ground for believing that the boy had committed the offence, even though it were proved that he had not committed it, that would be a justification for the headmaster. In the present case I think there was no evidence to be submitted to the jury to show that the headmaster had not reasonable grounds for believing that this boy had committed an offence. Judgment, therefore, in this case must be entered for the defendant.—COUNSEL, for the appellant, *Danckwerts*, K.C., and *Cautley*; for the respondent, *Mortimer*. SOLICITORS, *Iliffe, Henley, & Co.*, for *Barron & Smith*, Darlington; *Wild, Moore, Wigston, & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Solicitors' Cases.

H. TOLPUTT & CO. (LIM.) *v.* M. C.A. No. 2. 17th Feb.

SOLICITOR—REGISTRAR OF COUNTY COURT—DEFENDANT IN PERSON—COSTS—TAXATION—TAXATION BY REGISTRAR OF HIS OWN BILL OF COSTS—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), SS. 41, 43, 118—COUNTY COURT RULES, ORD. 53, R. 25.

The registrar of a county court who is sued in his own court, and appears in person, is entitled to recover from an unsuccessful plaintiff the costs that a solicitor defendant is entitled to on taxation; and, by reason of section 118 *of the County Courts Act*, 1888, *the registrar's bill of costs must of necessity be taxed by the registrar himself.*

This was an appeal from a decision of Phillimore and Avory, JJ., sitting as a Divisional Court. The defendant was the registrar and high bailiff of a county court. He was also a practising solicitor. The plaintiff company brought an action against the defendant in that court on the ground of his negligence in his capacity as registrar and high bailiff in and about an execution in respect of a judgment which they had recovered. The defendant acted as his own solicitor in the action, and was represented by counsel at the trial. Negligence there apparently was on the part of some clerk, for whom the defendant was responsible. But the county court judge thought that there had been no damage, and therefore gave judgment for the defendant, and further gave him his costs on scale B. The defendant thereupon brought in his bill of costs for taxation, and gave notice of a taxation before himself. The plaintiffs' solicitor attended the taxation under protest. The taxation was held. The registrar struck off some items in his own bill to the amount of £2 16s. 2d., and then gave himself a fee of 6s. 8d. for attending the taxation. There was then an application to the judge to review the taxation. The county court judge upon review struck off the 6s. 8d. and a fee which the registrar had also allowed himself for attending in court (as was his duty as an officer either in person or by deputy) when judgment was given for himself. The judge allowed the rest of the bill of £16 10s. 2d. The plaintiffs appealed from the judge's decision on the review of the taxation. On this appeal four points were taken:—(1) That under section 41 of the County Courts Act, 1888, no registrar can act as solicitor in his own court; (2) that a solicitor registrar defending in person is not entitled to costs as a solicitor; (3) that the registrar could not tax his own bill; and (4) that the judge had taxed on the wrong principle. Phillimore and Avory, JJ., held on the third point that the plaintiffs, having elected to sue the defendant in his own court, the defendant was of necessity the officer to tax the bill. On the second and third points they were of opinion that under the decision in *London Scottish Benefit Society* v. *Chorley* (13 Q. B. D. 872) a solicitor appearing in person was entitled to the same costs as if he had employed a solicitor, except in respect to items which the fact of his acting directly rendered unnecessary. That being so, there was no reason why a defendant who was a solicitor appearing in person should lose his costs because he was also registrar. As to the fourth objection, they were unable to say that the county court judge had taxed on any wrong principle, and accordingly they dismissed the appeal with costs. The plaintiffs appealed. The fourth point was not raised on the appeal.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R.—I think this appeal must fail. The gentleman who was sued for negligence was high bailiff and registrar of a county court. The plaintiffs elected to sue him in the court of which he was registrar and high bailiff. He acted as his own solicitor at the trial. Judgment was given for the defendant with costs. Under the county court rules the only person who can tax the costs is the high bailiff. He did tax the costs, the plaintiffs appeared before him—it is true under protest—and he reduced the bill by some £2 odd. That being so, the plaintiffs applied to the county court judge to review the taxation. The judge went through the bill again, and struck off another £1. He gave leave to appeal, and the matter came before the Divisional Court. The Divisional Court held, as it seems to me with perfect correctness, that the taxation was conducted of necessity by the registrar, that it had been before the county court judge himself, and that on the authority of *London Scottish Benefit Society* v. *Chorley* a registrar who is a solicitor appearing in person does not lose his costs because he is a registrar. Their attention was not called to rule 25 of order 53 of the County Court Rules, which I will read: "Where a solicitor who is a plaintiff or defendant appears in person and is allowed costs, he shall be entitled on taxation to the same costs as if he had employed a solicitor, except in respect of items which the fact of his acting directly renders unnecessary." That principle was followed here, and I see no reason to quarrel with what has been done. But, further, I think that it is not open to us to decide this question at all. The objection was no doubt taken that it was not right for the registrar to tax. But, having regard to what took place in the county court and in the Divisional Court, and to the terms of the notice of appeal to us, we cannot really entertain the question of jurisdiction; we can only give a pious opinion. I think that the appeal must be dismissed, both because I agree with the judgment appealed against and because I think that it is not open to us to decide the question.—COUNSEL, *Barrington Ward; Sir F. Low*, K.C., and *Morton Smith*. SOLICITORS, *Collyer, Bristow, & Co.*, for *De Wet*, Folkestone; *H. Tyrrell & Son*.

[Reported by J. F. STIRLING, Barrister-at-Law.]

***Re* CLARKE'S SETTLEMENT.** Joyce, J. 18th, 19th, and 20th Jan.; 9th and 14th Feb.

PRACTICE—COSTS—TAXATION—SOLICITOR—TAXATION AS BETWEEN SOLICITOR AND CLIENT—"PARTY"—R. S. C. LXV. 27, REGULATIONS 39, 41.

In taxation as between solicitor and client, a solicitor or a firm of solicitors may be entitled to be regarded as a "party" within ord. 65, *r.* 27, *regulations* 39 *and* 41, *and may be entitled to a review of taxation in his or their own interests, as, for instance, where he or they have a lien for costs on a fund.*

By her marriage settlement, dated the 19th of January, 1882, Mrs. Clarke was entitled to certain funds in possession for her life, with a restraint on anticipation, and to other funds in remainder for her life. In 1898 she took out an originating summons for release of the restraint on anticipation so as to enable her to raise a sum for payment of her debts. An order was made in this matter on the 18th of September, 1907, by which it was ordered (among other things) that Mrs. Clarke be at liberty to bind her life interests under the settlement, both in possession and in reversion, by any deed or deeds of mortgage, as if she were a *feme sole*, for the purpose of raising on the security of a policy or policies of insurance a sum not exceeding £12,000 to make the payments specified in the schedule thereto, and that the costs of the applicant and respondents of the application and of carrying the order into effect be taxed by the taxing-master as between solicitor and client. The first item in the schedule was "Applicant's and respondent's costs to be taxed under this order." Messrs. Goddard & Co., a firm in which the sole partner was Mr. T. F. Goddard, acted as solicitors for Mrs. Clarke in these proceedings. A fund was raised pursuant to the order, and on the 11th of October, 1907, it was in the

hands of the distributors named in the order, Mr. T. F. Goddard and Mr. Frith, for whom also Messrs. Goddard & Co. acted. On the 12th Mrs. Clarke changed her solicitors. Various summonses and orders followed. On the 15th of November, 1909, it was ordered that an account be taken of payments made by the distributors, and their costs taxed. When Messrs. Goddard & Co. presented their bill of costs in and about the carrying out of the order of the 18th of September, 1907, the taxing-master declined to tax their costs as from the 12th of October, 1907, on the ground that as from that date they were not the solicitors for the applicant (Mrs. Clarke), and that the order, in his opinion, made no provision for these costs, and he also disallowed certain earlier items. In respect of the objections subsequently lodged by Messrs. Goddard & Co. with regard to the taxation, the taxing-master declined to deal with them, as not being lodged by the applicant, and intimated that Messrs. Goddard & Co. were there only for the purpose of giving information, and had no right to bring in objections not brought in with the approval of their late client. On the 9th of November, 1910, the distributors took out a summons for a review of taxation. This and two other summonses in the matter were heard together, and judgment was reserved on the question of the taxing-master's refusal to deal with Messrs. Goddard & Co.'s objections. Regulation 39 of ord. 65, r. 27, of the R. S. C., provides that "Any party who may be dissatisfied with the allowance or disallowance by the taxing-officer in any bill of costs taxed by him, of the whole or any part of any items, may . . . deliver to the other party interested therein and carry in before the taxing-officer an objection in writing to such allowance or disallowance, . . . and may thereupon apply to the taxing-officer to review the taxation in respect of the same." Regulation 41 provides that "Any party who may be dissatisfied with the certificate or allocatur of the taxing-officer as to any item or part of an item which may have been objected to as aforesaid" may appeal to the judge at chambers.

JOYCE, J., after referring to the facts, said: On the 12th of October, 1907, in my opinion, independently of modern statutes, Goddard & Co. had a lien for costs on the fund (or certainly on any balance of it) for two reasons—because they, by their exertions, had procured the fund, and because their costs were ordered to be paid. The lien was enforceable possibly on petition, possibly by a charging order—though I am not sure of this in view of the decision in *Re Viney's Trust* (1868, 18 L. T. R. 851). Now, without any charging order, Goddard & Co. brought in a bill for taxation, after the change of solicitors. The applicant, Mrs. Clarke, by her new solicitor, was brought (or came) in; and, in my opinion, however the thing may have stood technically, in truth the taxation proceeded between Goddard & Co. on the one part, and the applicant, by her new solicitor, on the other. In course of time Goddard & Co. brought in objections, and the objections were refused for reasons which appear to me good equally against bringing in a bill at all. But, in my opinion, Goddard & Co. were entitled to taxation against the fund, and to an order for that purpose, and to their costs of obtaining that order. Further, in the circumstances, Goddard & Co. either were, or were entitled to be regarded as, "parties" within ord. 65, r. 27. I am bound to say that this contention was not raised before the taxing-master; and I am not going to lay it down that, if it had been raised, the taxing-master, if he felt the slightest doubt, was not entitled to say, "You must get an order from the court," meantime staying taxation. But in this case there has been a miscarriage. I declare that Goddard & Co. were entitled to a lien on the fund, or on the balance thereof, for such costs as would be given them in a charging order on the fund—their charges in obtaining the order of the 18th of September, 1907. I direct the taxing-master to receive and consider the objections.—COUNSEL, for the applicant, *Hughes*, K.C., and *Ashton Cross*; for the distributors, *R. Rowlands*. SOLICITORS, *Wood & Wootton*; *Goddard & Co.*

[Reported by H. F. CHETTLE, Barrister-at-Law.]

New Orders, &c.

Preventive Detention.

Draft Rules proposed to be made by the Secretary of State under the Prison Act, 1898, and the Prevention of Crime Act, 1908.

MEMORANDUM.

In laying these draft rules before Parliament in pursuance of section 2 of the Prison Act, 1898, the Secretary of State thinks it desirable to explain briefly the object of the rules and the nature of the sentences of preventive detention to which they relate. The rules are made under section 13 (2) of the Prevention of Crime Act, 1908, which directs that persons undergoing preventive detention are to be generally subject to the Convict Prison Rules, but requires the Secretary of State by new rules to modify the conditions "in the direction of a less rigorous treatment." The present draft rules have been prepared by the Prison Commissioners, who have done their utmost to carry out the intention of the statute and to make the conditions of preventive detention as easy as circumstances will allow. But it should be clearly understood that no modification of the conditions which prevail in convict prisons can alter the essential fact that preventive detention is a form of imprisonment. Several hundred criminals of the most skilful and determined class will have to be confined for considerable periods within prison walls and to be controlled by a staff which cannot be made very numerous without undue expense. During their detention they must always be either within locked cells or under close supervision; discipline must be firmly maintained, and hard work enforced. If there were neglect or relaxation in the supervision and discipline, it would inevitably lead to escape, or mutiny, or vice. While, therefore, it is possible to maintain the conditions of sufficient food, adequate clothing, warmth, and shelter, which all convicts enjoy, and to allow further relaxations in the way of conversation and association, of minor luxuries, and to some extent of recreation, the essential fact remains that, after every possible mitigation has been allowed, the convict is completely deprived of his liberty and is subject to constant supervision, control and compulsion in all that he does. Only the great need of society to be secured from professional or dangerous criminals can justify the prolongation of the ordinary sentences of penal servitude by the addition of such preventive detention. It appears a matter of much importance that this should be clearly understood and that the idea should not grow up that preventive detention affords a pleasant and easy asylum for persons whose moral weakness or defective education has rendered them merely a nuisance to society. The Secretary of State is satisfied that no case has been established, either from the statistics of crime or otherwise, for an increase in the general severity of the criminal code, and certainly no increase of general severity was within the intention of Lord Gladstone in proposing, or the House of Commons in passing, the Prevention of Crime Act. On the contrary, it was intended to introduce such mitigation into the conditions of convict life as would allow the longer detention of those persons only who are professional criminals engaged in the more serious forms of crime. This is indicated in the Act by the fact that preventive detention cannot be imposed except for a crime of such a character that it has justified the passing of a sentence of penal servitude. It was, moreover, repeatedly stated by Lord Gladstone in the course of the debates that the Bill was devised for "the advanced dangerous criminal," for "the persistent dangerous criminal," for "the most hardened criminals": its object was "to give the State effective control over dangerous offenders": it was not to be applied to persons who were "a nuisance rather than a danger to society," or to the "much larger class of those who were partly vagrants, partly criminals, and who were to a large extent mentally deficient." On the 12th June, 1908, he explained to the House of Commons that the intention was to deal not with mere habituals but with professionals: "For 60 per cent. the present system was sufficiently deterrent, but for the professional class it was inadequate. There was a distinction well known to criminologists between habituals and professionals. Habituals were men who drop into crime from their surroundings or physical disability, or mental deficiency, rather than from any active intention to plunder their fellow creatures or from being criminals for the sake of crime. The professionals were the men with an object, sound in mind—so far as a criminal could be sound in mind—and in body, competent, often highly skilled, and who deliberately, with their eyes open, preferred a life of crime and knew all the tricks and turns and manœuvres necessary for that life. It was with that class that the Bill would deal." Although, therefore, the term "habitual" is used, it is clear that not all habituals but only the professional class is aimed at by the Act, which not only restricts the use of preventive detention to those already found deserving of three years' penal servitude, but provides many safeguards against the too easy use of the new form of punishment. It appears specially desirable that this should be impressed on the police authorities who have to take the initiative in the proceedings which result in the criminal's being dealt with under the Act. After the passing of the Act a circular was issued by Lord Gladstone, in which he endeavoured to explain its object and to indicate the limitations within which it would be applied. But it has proved a matter of much difficulty to secure uniform action among 180 different police authorities throughout the country, not all equally versed in the settlement of questions of this grave character. On the one hand, a large number of cases have been presented to the Director of Public Prosecutions which he has felt bound to reject, and, on the other, it appears from an examination of the records of convicted prisoners that many, fully qualified within the statutory definition of "habitual criminal," have not been presented at all. The Secretary of State proposes therefore to issue further instructions to the police to guide them in the selection of cases for presentation, and thus to mitigate the inequalities which are likely to arise when the first stage of the procedure rests with so many different authorities. He proposes that the police should not, save for special reasons which they must fully state, submit any case to the Director of Public Prosecutions, unless, in addition to the qualifications expressly required by the Act, the criminal (*a*) is over thirty years old, (*b*) has already undergone a term of penal servitude, and (*c*) is charged anew with a substantial and serious offence. On the other hand, in order that the range of choice open to the Director of Public Prosecutions may be extended, the police will also be enjoined to consider carefully, with a view to submission to the Director, the case of every person who is qualified under the Act and also comes within these rules. The point of most importance, and also of most difficulty, is to restrict the selection to cases where the last offence is in itself substantial and serious. On the one hand, mere pilfering, unaccompanied by any serious aggravation, can never justify proceedings under the Act. The amount stolen or embezzled is, of course, no certain measure of the criminal's guilt; but where the amount is small and there is no violence or treachery, public feeling is shocked, and more harm than good is done, by the imposition of a long term of detention. On the other hand, violence conjoined with other crimes, skill in crime, the use of high-class implements of crime, and the possession of firearms or other lethal weapons, will always count as important adverse factors.

The general test should be—is the nature of the crime such as to indicate that the offender is not merely a nuisance but a serious danger to society? In deciding on this point, the police will always be able to count on the assistance and guidance of the Director of Public Prosecutions to whom they present the cases for indictment under the Act, and who is able to bring to bear on them an experience far wider than that of any police authority. While it is impossible for him, as it is for the police, to say beforehand what crimes would, in the opinion of the judge who may try them, qualify for penal servitude, he will be able to take a general survey of all the cases coming within the scope of the Act, and to exclude from indictment under it those cases where the crime charged is not, in his opinion, of sufficient gravity. It will further be important that the police should obtain information not only (as required by statute) regarding the convict's mode of life since his last discharge from prison, but also regarding his whole previous career. It is known that some convicts have obtained nominal employment after discharge, not in good faith, but in the hope that they will thereby on their next conviction be excluded from indictment as habitual criminals; and a general survey of the convict's life and conduct is therefore necessary. The Secretary of State trusts that when these views are understood by the police authorities of the country, the presentations under the Act will proceed on more uniform and restricted lines than hitherto, and will at the same time cover more accurately the area of professional crime. As time passes and experience of the new system accumulates, it may be possible to lay down more definite rules and to perfect the principles of selection. It will also, he hopes, be possible to form a better idea of the amount of punishment involved in a sentence of preventive detention, and possibly to introduce new mitigations in its conditions. In any event, however, the Act must not be resorted to as an easy and painless solution of the difficult problem of habitual crime, but must rather be regarded as an exceptional means of protecting society from the worst class of professional criminals.

HOME OFFICE,
16th February, 1911.

DRAFT RULES FOR PREVENTIVE DETENTION.

(1) Persons undergoing preventive detention shall be divided into three grades—ordinary, special, and disciplinary. On entering upon preventive detention they shall be placed in the ordinary grade.

(2) After every six months passed in the ordinary grade with exemplary conduct, a prisoner who has shown zeal and industry in the work assigned to him may be awarded a certificate of industry and conduct. Four of these certificates will entitle him to promotion to the special grade. With each certificate a prisoner will receive a good conduct stripe carrying privileges or a small money payment.

(3) A prisoner may be placed in the disciplinary grade by order of the governor as part of a punishment for misconduct, or because he is known to be exercising a bad influence on others, and may be kept there as long as may be necessary in the interests of himself and of others. While in the disciplinary grade he may be employed in association if his conduct justifies association, but he will not be associated with others except at labour.

(4) Prisoners will be employed either at useful trades in which they will be instructed, or at agricultural work, or in the service of the prison, and those in the ordinary and special grades will be allowed to earn gratuity by their work. They will be allowed to spend a portion of their gratuity in the purchase of additions to their dietary, or to send it to their families, or to accumulate it for use on their discharge.

(5) A prisoner who is in hospital, or medically unfit for full work, will, on the recommendation of the medical officer who will certify that the disability was genuine and not caused by the prisoner's own fault, be credited with a gratuity in proportion to his earnings when in health or calculated on his general disposition to work, coupled with good conduct.

(6) A canteen will be opened in the prison at which prisoners in the ordinary and special grades may purchase articles of food, and other small articles at prices to be fixed by the directors. The cost of such articles will be charged against each prisoner's gratuity. The privilege of purchasing articles in the canteen may at any time be limited or withdrawn by the governor.

(7) Prisoners who have obtained three certificates of industry will be eligible to have a garden allotment assigned to them which they may cultivate at such times as may be prescribed. The produce of these allotments will, if possible, be purchased for use in prisons at market rates, and the proceeds credited to the prisoner.

(8) Prisoners in the ordinary grade may be allowed to associate at meal times and also, after gaining the second certificate, in the evenings. Prisoners in the special grade may also be allowed to associate at meal times and in the evenings, and shall be allowed such additional relaxations of a literary and social character as may be prescribed from time to time.

(9) Any of the privileges prescribed in these special rules or gratuity earned may be forfeited for misconduct. A prisoner has no legal claim upon his gratuity, which will be expended for his benefit, or may be withheld at the discretion of the society or person under whose supervision he is placed.

(10) It will be the duty of the chaplain and prison minister to see each prisoner individually from time to time during his detention, and to promote the reformation of those under their spiritual charge. Divine service will be held weekly in the prison, and there will be in addition such mission services, lectures and addresses on religious, moral, and secular subjects as may be arranged.

(11) Prisoners shall receive the diets which the directors may prescribe from time to time.

(12) Prisoners will be allowed to write and receive a letter, and to receive a visit at fixed intervals according to their grade.

(13) The Board of Visitors appointed by the Secretary of State under section 13 (4) of the Prevention of Crime Act, 1908, shall hold office for three years. Their powers shall not be affected by vacancies. The Secretary of State shall, as soon as possible, fill any vacancy by making a new appointment. At their first meeting they shall appoint a chairman. One or more of them shall visit the prison once a month, and they shall meet as a board as often as possible. They shall hear and adjudicate on such offences on the part of prisoners as may be referred to them by the directors, and they shall investigate any complaint which a prisoner may desire to make to them, and, if necessary, report the same to the directors with their opinion. They shall have free access to every part of the prison, and may see any prisoner in private, inspect the diets and examine any of the books. They shall bring any abuses to the immediate notice of the directors, and in cases of urgency they may make recommendations in writing which the governor shall carry out pending the decision of the directors. They shall keep minutes of their proceedings, and make an annual report to the Secretary of State at the beginning of each year.

(14) The committee appointed under section 14 (4) of the said Act shall meet once a quarter, and shall forward to the directors such reports as may be required for their assistance in advising the Secretary of State as to the prospects and probable behaviour of prisoners after discharge.

(15) Any person whose licence has been revoked or forfeited may on his return to prison be placed and kept in the disciplinary grade for such length of time as the Board of Visitors shall think necessary.

(16) These rules shall come into force on the 1st day of May, 1911.

Societies.

The Birmingham Law Society.

The following are extracts from the report of the committee of this society for the year ended 31st of December, 1910 :—

Members.—The number of members as compared with last year shows an increase of ten. Twenty new members have been elected, four have resigned, two have ceased to be members by reason of non-payment of subscriptions, and four have died; the number on the register on the 31st of December, 1910, was 370. Twenty-four barristers have during the year subscribed for the privilege of using the library.

Birmingham Board of Legal Studies.—The board has during the year continued to conduct the classes for law students, and issued a report at the close of their financial year, on the 31st of August. Your committee have again made a grant of £50 to the board out of revenue of the society for the year under review, and have continued the offer of prizes in each of the classes on examinations held in December. It is proposed to hold these examinations in future at the end of the summer term in July, which closes the official year of the board. This will enable a new course of study to be commenced in September, and facilitate the preparation of students for the examinations.

Land Transfer Acts.—Your committee felt that special recognition was due to Mr. F. S. Pearson for the assiduity and skill with which he conducted the duties devolving upon him as secretary to the Land Transfer Committee of the Associated Provincial Law Societies, and gave the evidence for which this society was responsible. Your committee therefore presented Mr. Pearson with a silver rose bowl and a collection of volumes of the *Law Times* Reports.

Assize Circuits.—As members are no doubt aware, the question of the remodelling of the circuit system has been under discussion during last year. The Law Society communicated with your committee in common with other provincial societies, and they expressed the opinion that as far as Birmingham was concerned the circuits should be remodelled, and that all actions now heard at Warwick, Worcester, and Stafford should be tried at Birmingham. No alteration in the present system has, however, been made, but a revised timetable has been prepared by the Lord Chief Justice, the main object of which is to secure an arrangement whereby not more than eight judges (and less if possible) should be absent on circuit at the same time, and under this table each of the assizes at Birmingham is to begin a week earlier, thus giving a longer time to the work here.

Royal Commission on Divorce.—At the end of 1909 your committee were invited by the commissioners to tender evidence on the following points :—(1) The question of conferring jurisdiction on any and what local courts subject to any, and what, limitations, procedure in such courts. (2) The question of separation orders—their extent and effect, and whether any, and if so what, amendments should be made in respect thereof. (3) The question of publication of reports of divorce and matrimonial causes. (4) The question of amendments, if any, in the laws relating to divorce and matrimonial causes and the procedure and practice therein. These points were referred to a sub-committee, whose report was sanctioned by your committee and forwarded to the commissioners. At the same time your committee offered that Mr. Philip Baker should attend before the commission and give evidence

supporting their views on the subject, and he afterwards did so. A large amount of evidence has been given, and the inquiry is now closed, but the commissioners have not yet issued their report. The thanks of the committee are due to Mr. Baker for his services in the matter.

Finance (1909-10) *Act*, 1910.—This Act received the Royal Assent on the 29th of April, 1910, and in order to assist members on points arising on the new duties imposed by the Act, your committee in June last issued a circular giving such information as they were able to collect. Members were requested to send a note to the committee of any difficulties that might occur in their practice, and any points raised have been dealt with by a sub-committee appointed for the purpose. The attention of members is drawn to a memorandum on the Act issued by the Law Society on the 25th of November last, copies of which may be seen in the library.

Poor Man's Lawyers Association.—Your committee nominated Messrs. W. Barrow, D. Cochrane, A. H. Coley, and B. Shirley Smith as the representatives of this society on the committee of this association for 1910.

Chester and North Wales Incorporated Law Society.

The annual meeting of this society was held at the Town Hall, Chester, on Friday, the 17th inst., the president (Mr. Richard Farmer) in the chair. The report of the committee for the past year was presented by the chairman and adopted, and the treasurer's accounts were passed. The John Allington Hughes prize for 1910 was presented by the founder to Mr Hugh Thompson Dutton, M.A., who served his articles with Mr. Henry Jolliffe, of the firm of Messrs. Jolliffes and Hope, solicitors, Chester, and took third-class honours in June last.

The following officers were elected for the ensuing year :—President, Mr. L. Lloyd John (Corwen); vice-president, Mr. N. A. E. Way (Chester); hon. treasurer, Mr. F. B. Mason (Chester); hon. secretary, Mr. Henry G. Hope (Chester). The committee for the year are the above-named officers with the addition of the following members :—Messrs. T. H. Whiteley (Nantwich), T. W. Hughes (Flint), F. Turner (Chester), J. Hopley Pierce (Wrexham), C. H. Pedley (Crewe), A. L. Birch (Chester), R. Farmer (Chester), A. Foulkes Roberts (Denbigh), and R. G. Williams (Chester). The society now numbers 196 members.

Other business was transacted, and the meeting closed with a vote of thanks to the retiring president. The members dined together in the evening at the Blossoms Hotel.

The following are extracts from the report :—

Members.—The society now numbers 196 members, and four barristers subscribe to the library. Eight new members have been elected.

The Finance (1909-10) *Act*, 1910.—The Council of the Law Society have passed a resolution accepting the view expressed by the Herefordshire Law Society, and supported by the associated societies, objecting to the general use of a condition of sale requiring purchasers to pay the vendor's costs of complying with the provisions of the Act with regard to the assessment and payment of increment value duty, and to complete without having the conveyance. The committee concur in this view, and wish to bring the same before the notice of the members. The committee also suggest to members the advisability of considering whether, on behalf of mortgagees, they should give notice to the Inland Revenue Authorities or to mortgagors to supply copies of site valuations when received.

Bankers as Agents.—The committee have had their attention drawn by a member to what he alleges is a growing habit on the part of purchasers' solicitors of asking vendors' solicitors to settle sales and purchases through bankers, and they invite an expression of opinion by the members upon this practice at the annual meeting.

Professional Charges in Conveyancing Matters.—Having received complaints from several members as to the very inadequate charges prevailing in certain parts of the society's district, the committee have devoted considerable attention to the subject, and have been in communication with every provincial law society in the country. From the replies received, opinions seem to differ very much as to the advisability or practicability of taking steps to remedy this state of affairs. The committee deprecate the idea of suggesting to members any scale of charges as being proper below that allowed by the Solicitors' Remuneration Act, for the obvious reason that the minimum would soon tend to become the maximum; but they are agreed in condemning the conduct of any solicitor who, in the absence of exceptional circumstances, charges for conveyancing work a sum substantially below the scale charge. The committee invite discussion on the subject at the annual meeting, and the following resolution will also be proposed for the consideration of the meeting :—"That the members of this society be requested not to quote charges for conveyancing work except to regular clients, nor in any case where it is suspected that the object of the enquiry is to make use of the information for the purpose of obtaining a quotation from another solicitor."

The General Council of the Bar.

Mr. W. English Harrison, K.C., and Mr. P. O. Lawrence, K.C., have been appointed respectively chairman and vice-chairman of the General Council of the Bar for the ensuing year, and Mr. T. Tindal Methold has been reappointed treasurer. Mr. J. J. Parfitt, K.C., has been appointed a member of the Council to fill the vacancy caused by the appointment of Mr. H. D. Bonsey to be a judge of county courts. The following gentlemen have been appointed additional members of the Council :—Lord Robert Cecil, K.C., Mr. W. T. Barnard, K.C., Mr. G. J. Talbot, K.C., Mr. J. R. Atkin, K.C., Mr. R. V. Bankes, K.C., and Mr. P. S. Gregory.

United Law Society.

A debate was held at the Inner Temple Lecture Hall on Monday, the 20th inst. Mr. J. A. W. MacGowan moved :—"That this House would deprecate the passing of the Daylight Saving Bill." Mr. C. S. Thompson opposed. The motion was lost by one vote.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JANUARY, 1911.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

FIRST CLASS.

(In Order of Merit.)

WILLIAM NORMAN RAYWOOD, who served his clerkship with Mr. Arthur Wentworth Malim, of the firm of Messrs. D'Angibau & Malim, of Boscombe.

JOHN CUTHBERT LIDGETT, B.A. (Camb.), who served his clerkship with Mr. Charles Atkinson, of the firm of Messrs. Slack, Monro, & Atkinson, of London.

ROLAND MARSHALL, who served his clerkship with Mr. Arthur Blasdale Clarke, and Mr. Alexander Wright, both of Bacup; and Messrs. Rawle, Johnstone, & Co., of London.

GEORGE ELTON MORGAN, who served his clerkship with Mr. J. H. Bate, of the firm of Messrs. Allington, Hughes, & Bate, of Wrexham.

SECOND CLASS.

(In Alphabetical Order.)

Thomas James Barnes, who served his clerkship with Mr. Robert John Ball, of London.

Arthur Gilbert Bryant, who served his clerkship with Mr. Neville R. Stone, of the firm of Messrs. Stone, Simpson, & Mason, of Tunbridge Wells; and Messrs. Collyer-Bristow, Curtis, Booth, Birks, & Langley, of London.

Gordon Brinley Richards, B.A. (Oxon.), who served his clerkship with Mr. Bernard Edward Halsey Bircham, of London.

John Farwell Roper, who served his clerkship with Mr. Charles Breach, of London.

John Goodchild Taylor, who served his clerkship with Mr. A. W. Weldon, of London.

THIRD CLASS.

(In Alphabetical Order.)

Charles Gilbert Bunting, who served his clerkship with Mr. Charles John Bunting, of West Hartlepool; and Messrs. Tarry, Sherlock, & King, of London.

Wilfred Lawson Dell, who served his clerkship with Mr. Walter Gaskell, of the firm of Messrs. Mills, Curry, & Gaskell, of London.

Henry Kenneth Douglas, LL.B. (Camb.), who served his clerkship with Mr. John Philip Douglas, of the firm of Messrs. Buck, Cullimore, & Douglas, of Chester; and Messrs. Meredith, Mills, & Clark, of London.

Harry Brisbane Eldon, LL.B. (Victoria), who served his clerkship with Mr. Herbert Greenwood Wrigley, of Manchester.

Tom Millward Elias, who served his clerkship with Colonel D. Rees Lewis (deceased), Colonel John J. Jones, and Mr. R. Edwardes James, all of Merthyr Tydfil.

Kenneth Hunnybun, who served his clerkship with Mr. Edward Walter Hunnybun, of Huntingdon.

Thomas Charles Hurley, who served his clerkship with Mr. Thomas George Williams, of Llandilo.

Herbert Victor James, B.A., LL.B. (Wales), who served his clerkship with Mr. W. T. James, of Eastbourne.

Stanley Webb Johnson, LL.B. (Victoria), who served his clerkship with Mr. Frederic Sigismund Oppenheim, of the firm of Messrs. Vaudrey, Oppenheim, & Mellor, of Manchester; and Messrs. Busk, Mellor, & Norris, of London.

Stanley Galbraith Lawrence, who served his clerkship with Mr. William Frederick Brabant, of London.

John Lewenstein, who served his clerkship with Mr. Henry Frederick William Harries, of Brecon.

Arthur Percival Marsh, who served his clerkship with Messrs. Oldham & Marsh, of Melton Mowbray; and Messrs. Crowders, Vizard, Oldham, & Co., of London.

Luke Matley, who served his clerkship with Mr. Arthur Syer, of the firm of Messrs. Bellhouse & Syer, of Manchester.

Valentine Howell Watney, who served his clerkship with Mr.

Frederick Willson Yeates, of the firm of Messrs. Burton, Yeates, & Hart, of London.

The Council of the Law Society have accordingly given Class Certificates and awarded the following prizes of books :—

To Mr. Raywood : The Clement's Inn prize, value about £10; and the Daniel Reardon prize, value about 20 guineas.

To Mr. Lidgett and Mr. Marshall : The Clifford's Inn prize, value 5 guineas each.

To Mr. Morgan : The New Inn prize, value 5 guineas.

To Mr. Bryant : The John Mackrell prize, value about £9.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

Sixty-eight candidates gave notice for the examination.

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, London, 17th February, 1911.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 1st and 2nd of February, 1911 :—

Adam, Charles Clements	Mann, Leslie John
Adshead, Arthur Roy	Mansel-Howe, Charles Iorwerth
Bate, Roger	Millar, William
Beldon, Eric	Moore, Gerald Elmsley
Bird, Stanley Treadgold	Morgan, Hugh Penrith
Bird, William	Morgan, John Penrose
Butt, John Alec Steuart	Morgan, Spencer Fleming
Clark, Malcolm	Nicholson, Leslie Walter
Clayton-Smith, Guy Vernon Heukensfeldt	Rex, Francis Nicholson
Cooper, Lancelot Head	Robinson, John Wilfrid
Craik, Thomas Edgar	Rowley, William James
Davies, Horace Alwyn	Ruddin, Leo Gerald
Dutton, Richard	Russell, Percy Ernest
Evans, John Thomas	Salter, George
Finch, Edmund Charles Trimmer	Shaffer, Bernard Louis
Ford, William Allin	Somerville, Stafford Dudley
Foster, Arthur William	Stockdale, Frank
Fountain, John Alfred Arnott	Stockwell, Henry Edward
Hare, Bernard Urmston	Sumner, Lionel Randolph Coleridge
Hallday, Gerard Rivers	Tallack, Edwin William Lewis
Harris, Percy Graham	Tarbet, Montague
Hill, James Croasdale	Tetley, William Gerald
Holt, Lancelot Vere	Unsworth, Charles Henry
Howlett, Charles Wilfred	Wakeford, Harold Hillyard
James, Alyn Reginald	Walker, Arthur Henry
Johnstone, William McCall	Walsh, Gorden Herbert Alford
King, Bernard Ellis	Williams, Norman Ernest
Levett, Arthur Drummond Cookes	Wilson, Geoffrey Francis Edward
Lindley, Frank Joshua	Winny, John Stanley
Low, Howard St. John	

No. of candidates ... ... 99. Passed ... ... 59.

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete at the Studentship Examination in July, 1911 :—

Beldon, Eric	Morgan, Hugh Penrith
Bird, Stanley Treadgold	Shaffer, Bernard Louis
Fountain, John Alfred Arnott	Williams, Norman Ernest
Harris, Percy Graham	Winny, John Stanley

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 17th February, 1911.

Law Students' Societies.

Law Students' Debating Society.—Feb. 21.—Chairman, Mr. Granville Tyser.—The subject for debate was : "That the Referendum should form a part of our Constitution." Mr. Shrimpton opened in the affirmative, Mr. G. L. Wates opened in the negative. The following members continued the debate : Messrs. Shearn, H. F. Rubinstein, C. F. King, Meyer, Burgis, Pothecary, S. J. Rubinstein, Melville, Batley, W. S. Jones, Parry, Croom Johnson, Pleadwell, and Blackwell. The motion was carried by five votes.

In the House of Commons on Tuesday Mr. C. Bathurst asked the Parliamentary Secretary to the Board of Agriculture whether it was proposed to introduce this Session a Bill to promote the establishment of agricultural co-operative credit banks in the rural districts. Sir E. Strachey said a Bill on this subject is in course of preparation, but the President of the Board of Agriculture is unable as yet to give any definite undertaking with regard to the date of its introduction.

The Report of the Royal Commission on the Land Transfer Acts.

We continue our extracts from this report from p. 277 :—

C.—Settled Land.

64. The provisions of the present Acts and Rules with regard to settled land have been very sharply criticised by some of the witnesses before us, and, as the following observations shew, appear to be open to serious objection. Settlements of land fall, practically, into two main divisions, viz. :—(I.) Cases where the fee simple in the land is vested in trustees (*a*) on trust for sale—the proceeds of sale being settled either by the Settlement itself or by a contemporaneous instrument; or (*b*) on direct trusts for the successive beneficiaries, either with or without powers of sale exercisable by the trustees. (II.) Cases (principally of large landed estates) where the legal estate is vested in the beneficiaries successively, either with or without overriding powers of appointment given to one or more of the beneficiaries, or in some cases to trustees for the purpose of sale, etc., and enabling the donees of these powers to create legal estates in displacement of those subsisting under the original Settlement. In all these cases the tenant for life, or person having the powers of a tenant for life, now has under the Settled Land Acts a statutory power to sell and convey so as to override the legal estates, both of the trustees and all other persons under the Settlement; but in cases under category (*a*) of Division (I.) these powers can only be exercised with the leave of the Court, and in all cases the proceeds of sale or other capital moneys must be paid to the proper trustees under the Settled Land Acts or into Court. Again, in all cases where the trustees have powers of sale, those powers cannot be exercised without the consent of the tenant for life or person having the powers of a tenant for life. It is obvious that these various cases are capable of, and some of them in fact require, different treatment in applying to them a system of registration of title. The only provision in the Act of 1875 which enabled any registration of settled land was section 68, which authorized the registration as first proprietors of trustees and others having powers of or trusts for sale who were permitted to register on producing the consent of any persons whose consent was necessary to "the exercise" of the power of or trust for sale. Further provision specifically dealing with the particular case of settled land was made by section 6 of the Act of 1897, under which settled land (whether already registered or not), may be registered *as directed by the tenant for life* in the name of *either* (1) the tenant for life; (2) the trustees (if any) with power of sale; (3) the donees (if any) of any overriding power of appointment. The result of these enactments is that, as matters stand, land in Division (I.), category (*a*), above, can be registered with any necessary consent or direction either in the names of the trustees, or perhaps in the name of the tenant for life, while land in Division (I.), category (*b*), or in Division (II.) above, can be registered with the like consent or direction either in the names of any trustees having power of sale, or in the name of the tenant for life (if any), or in the names of the donees of overriding powers of appointment. But in cases where there is no power of or trust for sale in trustees, and no overriding power of appointment and no actual tenant for life, or where the tenant for life refuses to give consent or direction, no first registration is possible.

65. It is obvious that if the present system were continued it would be necessary to deal with the cases where there is a person only having the powers of the tenant for life and not being an actual tenant for life, and to find some means of avoiding the conflict which arises where, by reason of compound settlements, more than one person has the powers in question. If the tenant for life is registered, then steps have to be taken on his death to secure the registration of the proper successor, and the Rules provide for the evidence to be given for the purpose : the Rules being designed to relieve the registrar, as far as possible, from any responsibility as to the propriety of the entry made. Here, again, we think some change would be necessary if the present system were retained. There is, of course, a technical objection to the registration of the tenant for life as matters stand under the present law, in that, though the tenant for life has only a life estate in the land, registration may be held to give him an estate in fee simple, while nevertheless the provisions for the registration of his successor show that this estate in fee simple must be determinable. But there are other objections, viz. :—*First.* That the registration of the tenant for life excludes the direct powers of any trustees with power of sale or of any donees of an overriding power of appointment. *Secondly.* That in a few cases the registration of a tenant for life may interfere with the powers of any third party who has the powers of a tenant for life, but has ceased to have an estate for life. In fact, the registration of the tenant for life interferes with the due operation of the Settlement.

66. We think that no one should be registered as proprietor unless the fee simple is vested in him : and therefore persons who only have powers but no estate should not be registered as proprietors at all. But we think that in cases where trustees have the fee simple vested in them, whether on first registration or by subsequent transfer, they should be registered, whether they have any power of or trust for sale or not : provision being made for preventing transactions not authorized by the Settlement being effected by the registered proprietor; and for preserving the powers of life tenants and persons other than the trustees. For the preservation of these powers for the purposes of all

dealings, other than mere transfers of the estate of the registered proprietor, and especially the grant of leases, is absolutely necessary. The manner in which these powers can best be preserved is one of some difficulty. It has been suggested that where the powers referred to exist, the registration of the trustees should show that the land is subject to the Settlement: and that the powers of effective dealings by other parties should be preserved by appropriate provisions. To this it has been objected that any reference on the register of proprietorship to the Settlement would be inconsistent with the principles of Registration of Title, and that no transfer of the estate should be recognised unless effected by the registered proprietor; and therefore it has been proposed that provision should be made for the exercise of the powers of third parties by directing that the trustees should at the direction of the donee of the power execute the necessary transfers. It is true that this will require acts to be done by the trustees which at present can be effected by the tenant for life or persons having the powers of a tenant for life without them. But it is thought that this disadvantage will be compensated for by the advantage of securing simplicity on the register.

67. The difficulty of dealing with Settlements in Division (II.) (where the fee simple is not vested in trustees) would, of course, be removed if the general law were altered by assimilating the Law of the ownership of Real Property to that of Personal Property (as to which we make some observations later on), or by prohibiting the creation of legal estates less than the fee simple and enlarging the first estate for life or in tail under a Settlement into an estate in fee simple upon trusts corresponding with the uses of the Settlement. But we consider the reference to us does not permit of our recommending the adoption of such drastic changes; and, as the law now stands, we think that when the land is not vested in trustees at all it should be registered merely as subject to the Settlement and not in the name of any individual proprietor. If registration is effected in this way, the Settlement, whatever it is, will have its full force and effect, and all dealings can be effected by any person having the requisite powers, but the parties concerned must satisfy the Registrar that the proposed transaction is within the powers of the Settlement: and if that is established, the necessary entries will be made to give effect to it. The interests of the parties under the Settlement will thus be safeguarded, and at the same time all the powers subsisting under it will be preserved: while the full benefit of registration with regard to the removal of the necessity of investigating the title anterior to the Settlement, or the entry of the land on the register, will be secured. If the above plan is adopted, dealings with land registered as subject to a Settlement should be facilitated by providing for the issue by the Registrar in the proper cases of a certificate to the effect that a proposed sale or other dealing by a specified person will be effectual, and on the delivery of the necessary instrument the proper entries will be made. In this way purchasers and others will be saved from any inquiry as to whether a transaction is within the powers of the Settlement, and in the case of a sale the cost of obtaining such a certificate should be thrown upon the vendor, notwithstanding any stipulation to the contrary.

D.—Dealings with Registered Land.

(1) *Transfers and Powers of Registered Proprietor.*—68. In the case of transfers of registered land the practice of execution by the transferee, which is followed in transfers of stocks or shares, should be adopted as a security against forgery. The register should be cleared on every change of ownership; and an owner, on payment of a small fee, might have it cleared on proof of satisfaction of all charges upon it. It appears to us that the provisions of section 16 (1) of the Act of 1897 as to the evidence of title to be required by a purchaser of registered land are unsatisfactory, and we recommend that they be amended so as to entitle a purchaser to a full copy of all the entries on the register, which appears to us to be necessary for enabling the purchaser to consider the position of the title before proceeding to inspect the register. If our recommendations as to the entry in the register of instruments affecting the land are adopted the section must be further amended so as to entitle a purchaser to abstracts and production of all instruments so entered which continue to affect the property.

69. It should be made clear that the estate of the registered proprietor of freehold land with Absolute Title is to be the legal estate in fee simple in the property, unless that estate is outstanding in some other person, whose estate is itself noted on the register or arises under some instrument entered on the register, or (where the registered proprietor is a transferee otherwise than for value) under any unregistered disposition created by or affecting his transferor. And it should also be made clear that where the legal estate is outstanding under the circumstances just mentioned the estate of the registered proprietor is an equitable estate in fee simple. A corresponding provision should be made with regard to the case of leasehold land. The registered proprietor, whether the first proprietor or a transferee (either for value or not) should, in favour of all persons dealing with him for value, have complete power of disposing of the property or creating any interest therein, and of granting easements and rights over it, and binding it by restrictive covenants, as if he were the absolute beneficial owner of it, subject, of course, to any entries on the register at the time of the transaction; and he should also have full power to accept the grant of easements and other rights and the benefit of restrictive and other covenants. It is clear that some power must be given both to registered proprietors and to other persons interested in or having powers over the land to create interests both legal and equitable taking effect outside the register, and to bind the land in various ways recognised by the law in relation to unregistered land. Unless this is done, leases, easements, profits *à prendre*, and similar rights cannot be granted, and restrictive covenants cannot be imposed, and the recommendations we are making as to mortgages and settled land cannot be carried out. But if complete freedom is given in the matter of unregistered dealings, it will continue to be possible, as it is now, for the legal estate in registered land to be dealt with off the register for an indefinite time (that is to say) so long as the owner for the time being is content to rely on an unregistered title protected as against the registered proprietor by a caution. In order to check this we recommend that the estate of the registered proprietor, whether legal or equitable, should be transferable only by registered instrument except for the purposes of settlements and mortgages; but this prohibition should apply only to absolute transfers of the fee simple, or registered leasehold interest (as the case may be), and not to the creation of any lesser interests. Where settled land is registered as subject to a Settlement and not in the names of the trustees the registration of a purchaser should be necessary to vest the land in him. With this alteration, and a provision for the case of persons having powers over the land and the necessary amendments consequent upon the changes which we recommend as to mortgages, we think that the provisions of section 49 of the Act of 1875 should be continued. In order to facilitate simultaneous purchases and mortgages, and similar transactions, deeds executed by a purchaser of registered land in anticipation of registration should be made as effectual on his registration as if he had been registered at the date of their execution.

(2) *Mortgages.*—70. The present system of mortgaging registered land by entries on the register itself has given rise to complaints which, in our opinion, are well founded. It is not adapted for any but the more simple cases; and, owing to the objection of mortgagees or their advisers to submit the details of their arrangements to official control and to allow the deeds containing them to go out of their own custody into that of the registrar, it has led to a practice of taking mortgage deeds off the register in addition to the registered charges. We think that the simplest and best plan will be to leave mortgages of registered land to be effected entirely outside the register, in the same manner as if the land were unregistered, but to authorize the entry on the register of a note of the mortgage deed enabling it to be identified, and to provide that all mortgages, whether legal or equitable, should rank according to the priority of their respective entries on the register. The result would be that there would be no occasion for the present duplication of instruments, and that the parties could make their own arrangements without any reference to the registrar. It will also be possible to create mortgages carrying the legal estate or merely equitable charges, as may be desired by the persons concerned. Provision should be made for the entry in a similar manner on the register of all dealings with mortgages already entered on the register and for those dealings ranking *inter se* according to the date of entry. The registered proprietor will remain competent to transfer the land, but, of course, subject to the estates and interests of mortgagees whose securities are entered on the register, and the necessity for the restriction at present often required, for preventing the legal estate being taken out of a mortgagee by a transfer executed by the registered proprietor will be obviated.

71. Mortgagees having power of sale, and whether having the legal estate or not, should be authorized to transfer the land on the mortgage deed, or a duplicate, being deposited in the registry, and the registrar being satisfied that the sale is valid in favour of the purchaser. Provision should be made, as in the case of settled land and on the like terms, for the issue by the registrar of a certificate of the vendor's power of sale upon which the purchaser would act. Transfers of land by puisne incumbrancers will, of course, only take effect subject to any entries on the register having priority over the transferor's security; but after a transfer is registered, all entries posterior in date to the transferor's security should in all cases be expunged or omitted from the register as it stands after the transfer. It will be necessary to enable a mortgagee, after foreclosure absolute, to procure himself to be entered as registered proprietor, subject to prior incumbrances, upon production of an order of the court directing such entry. An order of this kind would become a usual part of the order of foreclosure absolute relating to registered land in all proper cases. Mortgagees in possession who have acquired title under the Statutes of Limitation against their mortgagors should be enabled to obtain registration as proprietors in the same way as other persons acquiring title under those statutes adversely to the registered proprietor. On a reconveyance or release the entries relating to the mortgage will, of course, be cancelled.

72. In order to facilitate dealings with banks and to avoid constant inquiry and searches of the register, it would be desirable to modify the rules laid down in *Clayton's case* (1 Mer. 572) and *Hopkinson* v. *Rolt* (9 H. L. C. 514), so that a man who has mortgaged his property as a security for present and future advances up to a fixed sum, there being an obligation on the mortgagee to make such advances, should only be able to deal with the equity of redemption subject to the total advance agreed to be made.

E.—Subsidiary Rights (Easements, &c.).

(1.) *Easements, Profits à prendre, and similar Rights affecting Registered Land by way of Burden.*—73. These rights are under section 18 of the Act of 1875 treated as primarily outside the system of registration, and, although that section gives the registrar a discretionary power of entering them against the land, the register is not,

even in the case of land registered with Absolute Title, a complete record of what rights (if any) of this character affect the land. We think that in the nature of things it is impossible to introduce any change whereby the register could be made conclusive in this respect. It is obvious that to require that easements acquired by prescription or implied grant should only affect the land if, and from the time when, they are entered on the register would be an alteration of the law which would be attended by serious consequences. Moreover, many easements are created by deeds which remain in the hands of the owner of the dominant tenement, and therefore are not included in the chain of the title to the servient tenement. Consequently no investigation of the title to land can be a complete security against the existence of easements and rights not disclosed by the paper title, but which having legal validity are effectual against a purchaser, lessee, or mortgagee, whether he has notice of them or not. It is the duty of the owner of land when dealing with it to disclose all the easements and rights affecting his land of which he is aware, and prudent purchasers make stringent enquiries on the subject. In these circumstances we think that *legal* rights and easements should be treated as paramount to the title of a registered proprietor, and should not be affected or prejudiced by registration, whether entered on the register or not. We also think that the registrar should be required to enter on the register all easements or rights created by instruments and appearing on the title prior to registration. Further, we recommend that persons acquiring under any instrument easements or rights after registration should be entitled, *as of right* and without any discretionary control on the part of the registrar, to have entries of their claims made on the register. The entries of the rights in question should be in all cases by reference to the instruments creating them, and not, as at present, by summary or paraphrase on the register itself, and where the instrument is executed after the land is registered a duplicate should be lodged in the registry: and it should be provided expressly that entry on the register should only operate by way of notice and should not give to any easement or right any greater validity than such notice would give it under the general law. The foregoing recommendations will necessitate an amendment of section 18 of the Act of 1875: and we think that in order to prevent misunderstanding every land certificate should contain a properly framed warning that it is not conclusive as to the easements and similar rights affecting the property.

(2.) *Easements and Rights appurtenant to Registered Land.*—74. For reasons similar to those explained in connection with rights affecting the land, it is impossible to make the register conclusive as to what rights of this nature actually exist for the benefit of the land. The Act of 1975 (sections 7, 13, 30 and 35) and Rule 254 (which somewhat amplifies them) contemplate that the registered proprietor should be entitled to all easements and rights appurtenant or annexed to the land. And Rule 3 provides for the entry on the register of notes relating to them; but the registrar has, or at all events claims to have, a discretion as to the making of these entries; and it appears from his evidence that the practice is not to enter easements or rights affecting unregistered land. At the same time, the registrar claims to be entitled to register an easement (as appurtenant to land) with or without Absolute Title on the ground that an easement is an "incorporeal hereditament," registerable by virtue of section 24 (1) of the Act of 1897 by which all incorporeal hereditaments were to be deemed "land" within the meaning of the Land Transfer Acts. The soundness of this claim has been disputed, and there can be no doubt that there is considerable uncertainty as to what the effect of the registration, if made, would be. This uncertainty should be cleared up. We think that if appurtenant easements are entered on the register at all, that entry should not have any binding effect on the owners of the servient tenements in the way of establishing the legal existence of the easements. It is obvious that no such effect could be in any sense guaranteed without an investigation of the title of the persons by whom the easements were granted or against whom the title has been acquired: and even if such an investigation were made and proved satisfactory, the easement might no longer in fact exist at the date of registration, but might have been released or abandoned. In fact, easements and similar rights do not appear to be fit subjects for registration at all. But when an easement or right is claimed by the registered proprietor of land, there can be no objection to his being given the right to have his *claim* entered on the register. And taking the case of easements acquired before registration, it may be most useful to the registered proprietor to have something to show that he has duly succeeded to the estate or interest of the person who acquired easement either by grant or otherwise. If this is not provided for, then a registered proprietor, on enforcing an easement, would be obliged to shew his title, by means of the title deeds, through all the devolutions since the creation of the easement. And this would expose a serious defect in the registration system. We think, therefore, that where the first or any subsequent registered proprietor so desires, he should be entitled as of right to have an entry made on the register of his claim to any easement or similar right which he shews to be (if subsisting) appurtenant to his estate in the land: and this entry should be conclusive as to the *devolution*, but should not prejudice or affect any right which the owner of the tenement alleged to be servient may have to shew that the easement was not in its inception validly created, or that it has been abandoned or released. The entry of the claim to an easement or other right should be made by reference to the instrument (if any) creating it, or, where it is claimed by prescription, to the nature of the user relied on. And the entry should be made whether the tenement alleged to be servient is registered or not.

(3) *Covenants affecting Registered Land.*—75. Restrictive covenants affecting registered land should be entered on the register by reference to the instrument creating them; and the present system of entering what are in the Acts called "Conditions" should be abandoned. The present system has been shewn to be open to serious objections, and it having now been decided that "Conditions" can only be effective when they are based upon some contract, it is obviously simpler to enter on the register notice of the contract itself than to frame a new entry which has no independent effect. This recommendation will render it necessary to abrogate or at least recast section 84 of the Act of 1875. That section, however, in addition to providing for the entry of conditions, enabled the court in certain cases to modify or discharge them. This power, as the section stands, is of little use owing to the fact that it is only exerciseable where the modification of a condition is proved to be beneficial to the "persons principally interested" in its enforcement—an expression of doubtful meaning: see *Ground Rent Development Co. (Limited)* v. *West* (1902, 1 Ch. 674). We think that the court should be given power to discharge or modify restrictive covenants which, owing to changes in the character of the property, or the neighbourhood, or other circumstances, have become obsolete, and only impede the owners of the property in dealing with it without achieving any useful object. The power, of course, should be only exerciseable upon giving such notices, either by advertisement or otherwise, to the parties who appear to be technically entitled to enforce the covenants, or to be interested in their enforcement, as the court thinks fit, and should extend to the case of all restrictive covenants affecting land, whether it be registered or unregistered.

(4) *Land Charges.*—76. It appears to us that the provisions in the Acts and rules, in relation to charges arising under such statutes as the Public Health Acts, in respect of the expenses of works executed by local authorities and charges created by orders of the Board of Agriculture and Fisheries, under the Improvement of Land Acts and similar statutes, are unsatisfactory. These charges (which are referred to in the rules as "Land Charges") in most, if not all, cases have, by virtue of the statutes under which they are created or arise, priority over all estates and interests in, and incumbrances upon, the land which they affect; and charges arising under the Public Health Acts take effect by virtue of the statutes themselves without any specific instrument or order of charge being executed or made and become effectual automatically on the completion of the works the expenses of which they secure. These charges are capable of registration under rule 170, and any statutory claim to priority over prior charges has to be entered on the register under rule 172. The advantage of providing for the registration of land charges is not apparent. For registration does not give the proprietor of the charge any rights to which he would not otherwise be entitled. And, on the other hand, a purchaser or mortgagee of the land is liable to be affected or overridden by a land charge registered subsequently to the date of the purchase or mortgage whether it in fact existed at that date or not: so that the provision for registration is no protection to purchasers, mortgagees, or any other persons interested in the land, while it certainly is calculated to mislead purchasers and others into the belief that they cannot be affected by any unregistered charges of this nature. In our view, land charges ought to be treated as wholly outside the system of registration, and placed in the same position as the liabilities enumerated in section 18 of the Act of 1875, so that the register will not in any way profess to contain a record of them, and therefore cannot be complained of as misleading.

(5) *Writs, Orders, &c.*—77. In order to make the register as complete a record of the title as possible, and facilitate dealing, we recommend:—(1) That no writ, order, or *lis pendens* shall be allowed to operate as a charge on, or otherwise affect, any registered land, or any interest therein, or the unpaid purchase-money for any such land unless notice of it is entered on the register of the land: and that the Land Charges Act, 1900, be amended accordingly. (2) That no purchaser or other person dealing with a registered proprietor for valuable consideration shall be affected by the bankruptcy of the registered proprietor unless at the date of the transaction the fact of such bankruptcy is entered on the register, and that section 49 of the Bankruptcy Act, 1883, be amended accordingly; and (3) That provision be made for enabling judgment creditors and trustees in bankruptcy to make the necessary inspection of and entries on the registers.

(6) *Minerals.*—78. The ownership of minerals separated from that of the surface should be separately registered.

F.—Notice.

79. It is doubtful whether under the present Acts a purchaser or mortgagee of registered land can safely neglect notice of matters affecting the registered owner's title which may reach him from outside the register. The point is not completely dealt with by the Acts. The Act of 1875, s. 83 (1), provided that there should not be entered on the register or be receivable by the registrar any notice of any trust implied express or constructive: but this was repealed by the Act of 1897 (Schedule 1) and the following provision substituted:—"Neither the registrar nor any person dealing with registered land or a charge shall be affected with notice of a trust express implied or constructive and references to trusts shall as far as possible be excluded from the register." It will be seen that this provision is limited to the case of notice of trusts, and that that of unregistered charges and other interests is not provided for. The Commission of 1887 in their report (paragraph 37)

proposed that fraud in obtaining a transfer of the registered ownership should defeat the title of the person who becomes registered owner by fraud, but that notices of unregistered rights should not merely as notices have any such effect. And the registrar in his evidence stated that in his own mind there was no doubt that it was the intention and meaning of the Acts that if the register were clear a purchaser was entitled to complete; and he expressed an opinion that even express notice of documents and matters not protected by the register might be neglected. We think that, subject to section 18 of the Act of 1875 with our proposed amendments, dealing for value by a registered proprietor with registered land should be absolutely protected notwithstanding any notice express implied or constructive of any matter outside the register, except in the case of actual fraud to which the person dealing with the registered proprietor is a party. Somewhat similar provisions are to be found in the Yorkshire Registries Act, 1884, section 14, and in the Merchant Shipping Act, 1894, section 33.

G.—Rectification.

80. We think that the provisions of the Act of 1875 relating to rectification of the register require to be amended in the following particulars:—(1) There should be express provision for annulling or rectifying a registration which is obtained by fraud. But, of course, annulment or rectification on this account must be only obtainable against the party who has obtained the registration, and transferees from him otherwise than for value, and not against an innocent transferee for value; and provision must be made for the recovery from the parties concerned in the fraud of the amount of any compensation paid to the persons who have lost their property by reason of their fraudulent registration. (2) There should be provision for the case of the registration by an error in the registry of two persons in respect of the same land. We think that as between the two registered proprietors the preference should be given to the proprietor actually in possession or receipt of the rents and profits.

81. We think that the Statutes of Limitation should operate with regard to registered land in the same manner as with regard to unregistered land; so that when the title of the registered proprietor has become extinguished by virtue of those statutes, the person who has acquired a title against him should be entitled to an order for the rectification of the register by the substitution of his name as registered proprietor. We further think that the effect of rectification should not be limited in the manner porvided by section 12 of the Act of 1897, so as not to affect estates and rights acquired by registration for valuable consideration, as it appears to us that this limitation deprives the party who has acquired a title under the statutes of the benefit which these statutes are designed to give him. The rectification should, in our opinion, extend to the displacement of all estates and rights which have become barred by the statutes, though of course the estates or rights of any mortgagees or other person whose estates or rights remain unbarred, should be preserved. These recommendations, if adopted, will require the entire re-casting of section 12 of the Act of 1897. There should be provision that the rights of parties actually in occupation or receipt of the rents and profits of the land at the time of first registration should not be affected by the registration; and that these rights should be protected as against all transferees so long as the parties or their successors in title remain in such occupation or receipt. This is in accordance with the ordinary law applicable to sales of land.

(To be continued.)

Obituary.

Judge Emden.

The death of his Honour Judge Emden, which occurred last Saturday, has removed from the county court bench a character of marked individuality. After writing a standard treatise on "Building Contracts," and enjoying at the Bar a considerable practice in references and company cases, Mr. Emden became a registrar in the Companies Winding-up Court, whence he was promoted eighteen years ago to the county court judiciary. In that capacity he made a very decided impression on all advocates who came before him; and, although his ill-health rendered him at times a somewhat trying president over a court, his industry, conscientiousness, and sympathetic desire to promote the welfare of the poorer class of litigants were recognized even by those who were not otherwise his admirers. Three rules which he persistently followed in practice—even when a certain discouragement had been cast on his application of them by higher judicial authorities—served to make him remembered by all who attended his court. In the first place, he objected strongly to what he considered the gross abuse by creditors of the jurisdiction to commit for non-payment of debt under the Judgment Debtors Act, 1869. He made it a rule, when the debtor was a married man, not to issue a commitment order, unless it could be shown that the debtor had an income which exceeded 5s. a week for each member of the family. For example, when the family consisted of father, mother, and three children, he would not commit a debtor whose wages did not exceed 25s. a week. Indeed, the late judge went so far as to give the debtor an order for costs against creditors who knew his honour's rule but nevertheless applied for commitment in such cases. His second rule, although this was more elastic, was not to allow to money-lenders, in any circumstances, more than 60 per cent. interest. The result was that these gentlemen, instead of using his court, took order 14 proceedings in the High Court. His third peculiarity was his great reluctance to make eviction orders in the case of tenants who had children and who alleged that they could not find another house. In these and similar cases where the poor were affected his honour's humanity of disposition sometimes led him, at least in the opinion of many who practised before him, to strain the law in favour of those unfortunate classes, and this led to occasional conflicts between the judge and advocates who appeared in his court. Even his severest critics, however, always admitted that his intentions were good, and admired the shrewdness of his intellect. One of his most praiseworthy characteristics was the industry with which he sat up to quite late hours at night in order to get through his list and save litigants the expense of a second attendance before him. The same high sense of duty towards litigants made him consistently refuse all applications of counsel for an adjournment when the only reason advanced was the convenience of counsel. He held that in such cases briefs should be returned or "devilled"; and he declined to make any exceptions. On both those points, we believe, professional opinion will endorse the attitude of the late judge.

Mr. J. Avery.

The death is announced of Mr. John Avery, the senior member of the firm of Messrs. Avery, Son, & Fairbairn, solicitors, of Finsbury-pavement. Mr. Avery was admitted in 1878. He was for twenty-six years solicitor to the Edmonton Urban District Council, and had also a very large practice in the police and county courts of North Middlesex, being an excellent advocate. He had for some time been out of health.

Sir J. A. Hanham.

Sir John Alexander Hanham, Bart., died on Tuesday. He was educated at Wellington and Magdalen College, Oxford, and in 1881 was called to the Bar. In 1885 he was appointed Apparitor-General for the Province and Diocese of Canterbury. He was a justice of the peace and deputy-lieutenant for the county of Dorset.

Legal News.

Appointments.

Mr. Herbert Ashling, Town Clerk of Halifax, has been appointed town clerk of Bournemouth, in place of Mr. W. G. Bailey, resigned.

Mr. B. H. Temple Frere, LL.B., barrister-at-law (police magistrate and coroner), has been appointed Attorney-General of Gibraltar.

Information Required.

Louis William Boize, Deceased.—Any solicitor or other person having in his possession a will made by Louis William Boize, late of 17, Durand-gardens, Clapham-road, London, and employed in the firm of Messrs. C. T. Bowring, Ltd., of Winchester House, Old Broad-street, E.C., is requested to communicate with Messrs. Ody & Wilmot, of 1, Denmark-hill, Camberwell, S.E., Solicitors, as soon as possible.

General.

Mr. Justice Grantham was unable to sit at the Liverpool Assizes during some days since Friday last. He has been suffering from cold and hoarseness.

We are informed that at a special meeting of the directors of the Solicitors' Benevolent Association, held on the 15th inst., Mr. Thomas Gill was appointed secretary of the association in the place of Mr. J. T. Scott, deceased.

Section 70 of the Railway Clauses Consolidation (Scotland) Act, 1845, which is the same as section 77 of the corresponding English Act, deals with the rights of railway companies to minerals under lands purchased by them. It will be recollected, says a writer in the *Law Magazine and Review*, that the effect of the section is that a railway company shall not be entitled to minerals unless they have expressly purchased them, and in the absence of express purchase minerals are deemed to be excepted out of conveyances of land purchased by railway companies. The question arises, What constitutes "a mineral" so as to require express inclusion in a conveyance? The leading case of the *Magistrates of Glasgow* v. *Farie* (15 R. House of Lords 94), containing the judgment of Lord Watson, decided that the word "mineral," as used in section 70, is not to be interpreted in the same way as it would be interpreted in an ordinary conveyance or lease, but that regard must be had to the relative position of the parties interested, and to the substance of the transaction. Since Farie's case there have been two very important decisions, the *Great Western Railway Co.* v. *Carpalla United China Clay Co.* (1910, L. R., A. C. 83) and the *North British Railway Co.* v. *Budhill Coal and Sandstone Co. and others* (1910, L. R., A. C. 116). And now the effect of these recent decisions has been considered by the First Division of the Scottish Court of Session in the *Caledonian Railway Co.* v.

Glenboig Union Fireclay Co. (Limited) (47 S. L. R. 823), in which the Lord President said that the cases mentioned in the result established three propositions: (1) Each case is a question of fact and must be decided on its own circumstances; (2) whether a particular substance is a mineral or not must be considered in the light of whether at the date of the conveyance that substance was described as a mineral in the vernacular of the mining world, the commercial world, and landowners; (3) nevertheless, inasmuch as the words to be interpreted are those which define the exception to a grant, they must not, whatever their meaning in such vernacular, be so applied as to make the exception swallow up the grant, which would be the case if the substance in question forming the ordinary subsoil of the district were held to be a mineral and within the exception.

Mr. Justice Pickford, in addressing a company of law students the other evening, says a writer in the *Globe*, spoke of a judicial difficulty which is not always appreciated by the critics of the bench. "When," he said, "a man had spent three-fourths of his life in learning to talk, it was not natural that he should spend the remaining quarter of his life in abstaining from talking. It was much more difficult to hold one's tongue than it was to speak. He had to struggle with himself sometimes in order to keep quiet, and he was trying every day, perhaps with little success, to practise the art." This has reference, not to any recent incident, but to the interruption of counsel. Much the same thing has been said by the Lord Chief Justice. "There is nothing worse than an absolutely silent judge," he said not long ago; "on the other hand, there is no greater nuisance than a talking judge." To avoid the two extremes—a silence which prevents counsel from knowing what is passing in the judge's mind, and a talkativeness which destroys the consecutiveness of their arguments—must be a task of some nicety.

The report of the Departmental Committee on the Court of Record of the Hundred of Salford to the Chancellor of the Duchy of Lancaster, which has just been issued, says that although certain inconveniences and hardships have arisen in the practice of the court, there is nevertheless a very large amount of work which it usefully deals with. Were it to be abolished entirely it would undoubtedly be necessary to appoint an additional county court judge, and so to throw a fresh burden upon the Exchequer. For these reasons it has appeared sufficient to recommend certain limitations and alterations in the practice and scale of costs of the court which will be so enabled to maintain its utility and to diminish those inconveniences which exist at present. The committee recommend that the territorial jurisdiction of the court should be limited to the areas of the county courts of the city of Manchester and of the borough of Salford; that leave for service out of the area should only be granted upon the registrar being satisfied by affidavit that a material part of the cause of action arose within this jurisdiction, and that in the interest of both parties the cause can be most conveniently tried in the Salford Hundred Court; that the court shall be given jurisdiction similar to that given to the High Court by Order XIV., to be exercised, however, only in cases where the defendants reside within the new territorial area; that in cases where the plaintiff's claim is for a sum of money under £50, pleadings should not be necessary unless the registrar for good cause shown otherwise orders; that in all cases there should be an appeal from the registrar to the judge; that in all cases tried before the judge or the deputy judge, and in all cases where the judgment is given against a defendant under Order XIV., there should be an appeal without leave direct to the Court of Appeal; that the rules of practice and procedure should be made as nearly as may be the same as the rules in the High Court; that the scale of costs should be revised so as to make it as nearly as possible correspond with the county court scale of costs; and that the court should have jurisdiction to try all actions where the debt or damage claimed does not exceed £100, but that actions for slander, libel, seduction, or breach of promise of marriage should be excluded from its jurisdiction.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 27	Mr Leach	Mr Farmer	Mr Beal	Mr Bloxam
Tuesday 28	Borrer	Leach	Greswell	Farmer
Wed., March 1	Beal	Borrer	Goldschmidt	Leach
Thursday 2	Greswell	Beal	Synge	Borrer
Friday 3	Goldschmidt	Greswell	Church	Beal
Saturday 4	Synge	Goldschmidt	Theed	Greswell

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday, Feb. 27	Mr Synge	Mr Borrer	Mr Goldschmidt	Mr Theed
Tuesday 28	Church	Beal	Synge	Bloxam
Wed., March 1	Theed	Greswell	Church	Farmer
Thursday 2	Bloxam	Goldschmidt	Theed	Leach
Friday 3	Farmer	Synge	Bloxam	Borrer
Saturday 4	Leach	Church	Farmer	Beal

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAD-NAUHEIM NATURAL CARBONIC SPRINGS, LTD—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Gilbert Courtenay Clarke, 13, Basinghall st. McKenna & Co, Basinghall st, solors for the liquidator

COPAQUINE COPPER SULPHATE CO, LTD—Petn for winding up, presented Feb 14, directed to be heard Feb 28. Jacksons & Co, Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

E. A. HUMPHREYS, LTD, Falcon Motor Works, Guildford—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to John Brunsdon Rapkins, 10, Wellington pl, Guildford, liquidator

EDWARD CHESTER & CO, LTD—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Duncan Frederick Basden, 33, 34 Swithin's ln, liquidator

HARRY HEAP & CO, LTD—Petn for winding up, presented Feb 14, directed to be heard at the County Court House, Mawdsley st, Bolton, March 8, at 10. Banks & Co, Preston, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

LA MARTONA RUBBER ESTATES, LTD—Petn for winding up, presented Feb 15, directed to be heard Feb 28. Mills & Co, Queen Victoria st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

LEPEL WIRELESS SYNDICATE, LTD (IN LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Baron Von Lepel and Albert Holt, 1, Cecil chmbrs (West), Strand. Cohen & Dunn, Audrey House, Ely pl, solors for liquidators

OLHOS SYNDICATE LTD (IN LIQUIDATION)—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to H. A. Wesson, 541, Salisbury House, liquidator

REMER & CO, LTD—Petn for winding up, presented Feb 11, directed to be heard at St George's Hall, Liverpool, March 6. Thompson, Lord st, Liverpool, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 4

London Gazette.—TUESDAY, Feb. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ELECTROLYTIC APPARATUS SYNDICATE, LTD—Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to William Renison, jun., Room 45, 6th Floor, Queen Anne's chmbrs, Westminster, liquidator

PALATINE MOTOR CARRYING CO, LTD—Petn for winding up, presented Feb 13, directed to be heard at the Court House, Quay st, Manchester, March 1, at 10. Field & Cunningham, Manchester, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 28

RE M. L. CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 9, to send their names and addresses, and particulars of their debts or claims, to Thomas Langley Judd, 57, Gracechurch st, liquidator

ROCK CHANNEL STEAMSHIP CO, LTD—Creditors are required, on or before March 7, to send their names and addresses, with particulars of their debts or claims, to John Edwards, 5, Drury-lane, Liverpool, liquidator

W. H. JONES & CO, LTD—Petn for winding up, presented Feb 11, directed to be heard at the Court House, Quay st, Manchester, on Feb 27, at 10. Field & Cunningham, Manchester, solors for the petners. Notice of appearing must reach the above-named not later than 1 o'clock in the afternoon of Feb 25

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 10.

WILSON, SONS, & CO (BRADFORD), LTD.
NORTH AFRICAN OIL SYNDICATE, LTD.
RUSSELL & PARTNERS, LTD.
OVOID FUEL CO, LTD.
GAUKROGER, SYKES, & ROBERTS, LTD.
NEW ANGLO-BRAZILIAN SYNDICATE, LTD.
HEATH MILLING CO, LTD.
READING CENTRAL SKATING RINK, LTD.
WIRRGILL DEEP, LTD.
NORTHERN PLYWOOD CO, LTD.
J. WOODFORD & CO, LTD.
LONDON COMMERCIAL TRADING AND INVESTMENT CO, LTD.
GENERAL INDUSTRIALS DEVELOPMENT SYNDICATE, LTD.
SOUTH AMERICAN LAND AND COLONIZATION AND CONSTRUCTION CO, LTD.
HALL & CO, LTD.
AMALGAMATED PICTORIALS, LTD.

London Gazette.—TUESDAY, Feb. 14.

WARWICKSHIRE COAL CO, LTD.
HULL OLD GRAMMARIANS CLUB, LTD.
BELL INSTITUTE AND COFFEE PALACE CO, LTD.
EMPIRE MANUFACTURING CO, LTD.
GUARINO MINES SYNDICATE, LTD.
LOUGHOR COLLIERY CO, LTD.
"ABERPORTH" STEAMSHIP CO, LTD.
TERRELPALL & CO, LTD.
ROAD PAVING AND CEMENT CO, LTD.
V. & S. SYNDICATE, LTD.
DEMOLITIONS, LTD.
LINDLEY LIBERAL CLUB BUILDINGS CO, LTD.
OLHOS SYNDICATE, LTD.
GEORGE WOOD & SON, LTD.
NORFOLK AND NORWICH PUBLIC HOUSE TRUST CO, LTD.
WEST'S "OUR NAVY," LTD.
FRENCH DECORATIVE ART, LTD.

London Gazette.—FRIDAY, Feb. 17.

FREEHOLD TRUST, LTD.
FACIDOL, LTD.
W. B. NORMAN, LTD.
H. VERTIGAN & CO, LTD.
CORDEX & CO, LTD.
CLEMENT GLENISTER & SON, LTD.
MRS. DUDLEY'S TYPEWRITING OFFICES, LTD.
BRITISH FINE ART POTTERY, LTD.
BLACK BEAR PRESS, LTD.
"CORNELIA IDA," LTD.
STAR ELECTRIC THEATRES, LTD.
FLETCHER & CAWOOD, LTD.
FREEHOLD COPPER PROPERTIES, LTD.

KOPPERMYN (TRANSVAAL), LTD.
G. H. COUSENS & SONS, LTD.
H. PARRY & SONS, LTD.
W. D. EDWARDS TRUST, LTD.
LOMBARD FINANCE AND DEVELOPMENT SYNDICATE, LTD.
G. B. Co, LTD.

London Gazette.—TUESDAY, Feb. 17.

EINASLEIGH EXPLORATION SYNDICATE, LTD.
J. W. & F. N. PRIESTLEY, LTD.
EDWIN J PEARCE & Co, LTD.
JERSEY STEAMSHIP Co, LTD.
FOREST STEAM-SHIP Co, LTD.
SUCRO-FILTER SYNDICATE, LTD.
WOODLEY & TERRELL, LTD.
SILVERDALE STEAMSHIP Co, LTD.
GARDEN ESTATES, LTD.
JOHN GLEW & Co, LTD.
LIVERPOOL SYMPHONY ORCHESTRA, LTD.
HORSHAM DRILL HALL AND CLUB Co, LTD.
BRITISH AND FOREIGN CONSTRUCTION Co, LTD.
ELECTROLYTIC APPARATUS SYNDICATE, LTD.
H. SCHWEITZER & Co, LTD.
FOLKESTONE AVIATION, LTD.
O.S.U. SYNDICATE, LTD.

The Property Mart.

Forthcoming Auction Sales.

MAR. 1.—Messrs. EDWIN FOX, BOUSFIELD, BURRUSS, & BADDELEY, at the Mart, at 2: Freehold Residential and Building Properties (see advertisement, back page, Feb. 18).

MAR. 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Groundrents and Stock, Life Policy, Shares and Debentures, &c. (see advertisement, back page, this week).

MAR. 6.—Messrs. JONES, LANG & Co., at the Mart, at 2: Freehold Properties, Groundrents, &c. (see advertisement, back page, Feb. 11).

MAR. 16.—Messrs. FAREBROTHER, ELLIS, EGERTON, BEBAGH & Co., at the Mart, at 2: Rental of £449 per annum (see advertisement, page v, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 14.

EVANS, LEAH, Tregynon, Aberdare March 26 Jenkins v Morgan, Swinfen Eady and Neville, JJ Griffiths, Aberdare

London Gazette.—FRIDAY, Feb. 17.

MCNAMARA, CAROLINE ELIZABETH, Woolwich March 14 Powell v Plant and Another, Joyce and Eve, JJ Narborough, Woolwich
PROTHEROE, JOHN BALDWIN BEYDOES, Llanglydwen, Carmarthen March 20 James v Protheroe, Neville, J Willis, Chancery in
WALLACE, WILLIAM ERNEST, Savernake rd, Hampstead, Mining Engineer March 24 Hughes v Rummens, Eve, J Bagood, Mark in

London Gazette.—TUESDAY, Feb. 21.

GREEN, SAMUEL, Hillingdon, Middlesex, Chartered Accountant March 25 Maple & Co, Ltd v Sutherland, Swinfen Eady and Neville, JJ Hamilton, Coleman st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 17.

ABBOTT, ZACHARIAH, Southampton April 1 Paris & Co, Southampton
ARMSTRONG, THOMAS, Whitehaven, Cumberland March 15 Thompson, Whitehaven
AUCKLAND, GEORGE, Warfield, Berks, Farmer March 15 Cave & Wilson, Bracknell, Berks
BILLING, ELLEN SIDELLA, Plymouth March 25 Beves & Dickinson, Stonehouse
BUTLER, Miss AMY AMELIA ALLEN, Pilton, Somerset March 18 Nalder, Shepton Mallet
CALEY, Miss VIOLET, Primrose mans, Battersea Park March 31 Saltwell & Co Stone bldgs
CHRISTOPHERSON, ESTHER, Keswick, Cumberland Mar 11 Hayton & Co, Cockermouth Cumberland
CROWE, EYRE, Hallam st, Portland pl Mar 31 Walker & Co, Thobald's rd
DUCAMP, Madame EUGENIE, Nimes, Gard, France Mar 31 Ellis de Vesian & Co, Old Jewry
ELLIOT, JOSEPHINE LOUISA, Blenheim crescent, Notting Hill Mar 24 Burchells, The Sanctuary, Westminster
ENGLAND, THOMAS PERCIVAL, Jubbulpore, India May 1 Parker & Parker, Selby
FAWCETT, MARY, Bryanston mans, Portman sq Mar 1 Freshfields, Old Jewry
GELDART, HARRY MAY, Old Trafford, Manchester Traveller March 25 Cooper & Son, Blackburn
GLAZIER, GEORGE HENRY BROUGHAM, St James st March 17 Burton & Co, Surrey st
GOSS, ELIZABETH, London rd, Clapton March 30 Daniel & Glover, Great Winchester st
HALLEWELL, MARY ANNE, Colwyn Bay, Denbigh March 21 Fowler & Co, Bedford row
HARRISON, THOMAS, Stainforth, York, Miller March 10 Taylor & Capes, Doncaster
HASLER, ROBERT, Peckham gr, Camberwell March 25 Lee & Pembertons, Lincoln's inn fields
HILL, WILLIAM CHARLES, Malvern Wells, Worcester March 25 R & C B Masefield, Ledbury
HOLDER, AMELIA, Cardiff March 1 Hamilton, Cardiff
HOLLAND, EDGAR STUART, Nevern pl, Earl's Court March 14 Peacock & Goddard, South sq
HOWARD, Col FRANCIS, AMS, Cromwell mans, Cromwell rd March 10 Laurence & Co, Lincoln's inn fields
HUBBARD, ALEXANDER, Stephen's rd, Ealing March 20 Hubbard & Shepard, Chancery in
HUDSON, ERNEST ARTHUR, Godolphin rd, Shepherd's Bush March 29 Hiscott Stone bldgs
JONES, EDWARD, Hawarden, Flint March 17 Churton & Son, Chester
KING, ELIZABETH ANN, Alexandra rd, Upper Norwood March 18 Todd & Co, Chancery in
LOATES, THOMAS, Brighton, Jockey March 20 Woolley & Bevis, Brighton
LONG, WALTER, Clifton hill, St John's Wood March 25 Fielder & Co, Raymond bldgs
LUKIN, AUGUSTUS STEPHEN, Winton, Bournemouth March 11 D'Angibau & Malim, Boscombe
MACDONALD, Mrs AMY MARY, Harlesden rd, Harlesden March 31 Lyell & Betenson, Lloyd's av
MASON, FREDERIC LA TOUR, Arlington st, Piccadilly March 18 Toynbee & Co, Lincoln
MASON, WILLIAM, Streatham Common April 3 Wellborne & Son, Duke st, Southwark
MAY, JOHN, Clifton ter, Finsbury Park April 20 Hale, Theobald's rd
MIGHELL, JESSE, Canterbury April 15 Mowll & Mowll, Canterbury
MILNER, JOHN, Upper Tollington pk, Stroud Green March 31 Paisley, High Holborn
MITCHENALL, GEORGE son, Gipsy rd, West Norwood, Builder March 25 Claremont & Co, Bloomsbury sq
MONTAGU, NIGEL, Maidenhead March 20 Griffiths & Son, Bedford row
MOON, EMILY AGNES, Gloucester rd, Finsbury Park March 25 Fielder & Co, Raymond bldgs
PEPPERCORN, WALTER, Oxford, Solicitor March 24 Bucknill & Co, Raymond bldgs
POPLE, ROBERT, Exeter March 15 Ford & Co, Exeter
PRICE, JOSEPH, Devonshire sq March 31 Munby, Crosby bldgs, Crosby sq
PRIEST, HENRY GEORGE, Finchley rd March 28 J & M Solomon, Finsbury pvmt
REID, BLAIR THOMAS, Bournemouth March 3 Freshfields, Old Jewry
RENNOLDSON, FREDERICK, South Shields, Architect April 17 Newlands & Newlands South Shields
RICHARDS DANIEL, Maesycwmmer, Monmouth, Coal Merchant March 18 Edwards, Newp rt, Mon
RICHARDSON, CHARLES DONALD, Knaresborough March 31 W & E H Foster, Leeds
ROBERTS, ELEANOR, Trefnant, Denbigh April 4 Jones, Rhyl
ROCKLIFFE, THOMAS, Norton, York, Farmer March 4 Carter & Co Pontefract
SEWARD, HENRY ROBERT, New Barnet, Herts, Baker March 31 Paisley, High Holborn
SHOTLANDER, REBECCA, Spital sq, Bishopsgate March 28 J & M Solomon, Finsbury pvmt
STALLARD, CHARLES RICHARD, Sidbury, Worcester March 31 Southall, Worcester
STEWART, AARON, Basford Nottingham March 21 Williams & Co, Nottingham
STROWGER, ELIZABETH EMMA, Burton, nr Christchurch, Southampton March 18 Bertram, Suffolk st, Pall Mall East
TRIPP, LOUISA, St Michael's ter, Wood Green, Coffee House Keeper March 20 Davies, Moorgate st
WRIGHT, JOHN SHAW, Barrow in Furness March 21 Townsend, Barrow in Furness

London Gazette.—TUESDAY, Feb. 21.

ANCELL, FREDERICK, Ramsgate March 15 Hicklin & Co, Trinity sq, Southwark
ANDERTON, FRANCIS SWITHIN, Holland Park rd March 18 Nussey & Fellowes, 61 Winchester st
ASHTON, HANNAH, Walkley, Sheffield March 25 Smith & Co, Sheffield
AUCHTERLONIE, FANNY JANE, Oakwood ct, Kensington March 31 Sanderson & Co, Queen Victoria st
BAUMBACH, JOHN GODFREY, Dallington, Sussex, Barrister at Law March 31 Knight-Gregson, St James st
BAUMBACH, MABEL, Gloucester ter, Hyde Park March 31 Knight-Gregson, St James st
BECKWITH, MARY, Carkin, nr Forcett, Yorks March 8 Stevenson & Co, Darlington
BELL, WILLIAM, Lancaster, Jeweller March 15 Sanderson, Lancaster
BISHOP, HENRY DANIEL, Croydon March 16 Barrett & Son, Leadenhall st
BONCEY SARAH, Herne Bay, Kent March 20 Howard & Shelton, Moorgate
BRABAZON, GEORGE HENRY, Gowlett rd, East Dulwich March 17 Woodbridge & Sons, Serjeants' inn, Fleet st
BRAGG, ELEANOR ROBINSON, Howley pl, Maida hill April 4 Brockbank & Co, Whitehaven
CAHILL, MARY JANE, Richmond April 1 Lyne & Holman, Great Winchester st
CHRISTIE, HAROLD, Richmond, Leather Factor March 21 Parfitt, 61 James st
COLLINS, MATILDA, Randolph rd, Maida Vale April 3 Wild & Collins, Trump st, King st
COLLINS, RICHARD, Ealing rd, Brentford March 17 Woodbridge & Sons, Serjeants' inn, Fleet st
COOPER, FRANCES, Worthing March 25 Sloper & Co, Putney hill
CROWLEY, ELIZA, Chester Mar 1 Brassey, Chester
EVANS, WILLIAM, Ferring, Sussex April 3 Boulton & Co, Northampton sq
FREEMAN, EDITH ANNIE, Knaresborough March 25 Dixons & Co, Wakefield
GORDON, Col, ALEXANDER, Lytton grove, Putney hill March 31 Knight-Gregson, St James st
GREW, WILLIAM, Hamilton rd, Brentford March 17 Woodbridge & Sons, Serjeants inn, Fleet st
GRIFFITHS, MARGARET, Bassaleg, Mon April 4 Lloyd & Pratt, Newport, Mon
HALES, MARY, ANN, Leicester, Temperance Hotel Proprietor March 31 Williams Leicester
HAZELDINE, FRANCIS, Worthing March 15 Hickling & Co, Trinity sq, Southwark
HEAD, HENRY, Fishmonger March 18 Gower, Tunbridge Wells
HOLT, JAMES, Bury, Lancs March 21 Brierley & Hudson, Rochdale
HOOK, CATHERINE, Oakhill rd, Putney Mar 31 Sanderson & Co, Queen Victoria st
HYDE, ELIZABETH JANE, Hove, Sussex Mar 25 Neale, Brighton
LUDLOW, WILLIAM LUDLOW, South Hounslow Mar 17 Woodbridge & Sons, Serjeants inn, Fleet st
LUPTON, CLIFFORD, Arkwright rd, Hampstead Mar 20 Mander & Sons, New sq, Lincoln's inn
LUPTON, THOMAS, Arkwright rd, Hampstead Mar 20 Mander & Sons, New sq, Lincoln's inn
MILLS, RICHARD ERNEST, Southfields, Wimbledon Mar 31 Bower & Co, Bream's bldgs, Chancery ln
MORTIMER, WILLIAM, Weybridge March 20 Park & Co, Essex st, Strand
MORTLOCK, JAMES, Brentford March 17 Woodbridge & Sons, Serjeants' inn, Fleet st
PAINE, HARRIET ELIZABETH, Southborough, Kent March 31 Cripps & Co, Tunbridge Wells
REEVE, FREDERIC, Clapham rd, Clapham March 31 Edmonds & Rutherford, Great Winchester st
ROTHERHAM, HENRY, Eckington, Derby March 25 Alderson & Co, Sheffield
SCHLESINGER, LOUIS, Wilson st, Finsbury, Merchant March 21 Adler & Perowne, Copthall av
SMALLMAN, JANE, Hatfield st, Stamford st March 16 Tippetts, Maiden ln
SMITH, FRANCIS HENRY, Bungay, Solicitor Mar 31 F & A C Smith, Bungay
STEUART, HENRY GEORGE FOSBURY, Capao Bonito do Paranapanema, Sao Paulo, Brazil March 31 Skewes-Cox & Co, Lancaster pl
TAPLING, FRANCES ANNE, Chelsea March 22 Webb-Ware, Tavistock st, Covent garden
TOURSEL, The Very Rev Monsignor LOUIS, Little George st, Portman sq March 31 Blount & Co, Albemarle st
TURNER, MARY MURRAY, Warrington cres, Maida Vale March 30 Kelsey, Copthall av
WADDINGTON, ELIZABETH Weymouth March 22 Bazeley & Co, Bideford
WARD, JOHN, Newton Ferrers Devon April 8 Gill, Devonport
WARD, JOHN, Henley on Thames March 25 Mercer & Blaker, Henley on Thames
WATERHOUSE, HANNAH, Lindley, nr Huddersfield March 21 Wright & Co, Bradford
WEBSTER, WILLIAM, Dryburgh rd, Putney March 23 Sloper & Co, Putney hill
DALTON, MACLAINE KERR, Whitting, Thuxton, Norfolk March 25 Mander & Sons, New sq, Lincoln's inn
WILLIAMS, MARGARET ELLINOR, Teignmouth March 25 Toser & Dell, Teignmouth
WOOLLEY, MARY, Guildford March 16 Greig, Abingdon st
YOUNG, GEORGE WOOLDRIDGE, Lymington March 18 Heppenstall & Clark, Lymington

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 17.

RECEIVING ORDERS.

ARNOLD, FREDERICK, Bristol, Comedian High Court Pet Feb 14 Ord Feb 14

BAVIN, HAROLD STEDMAN, Southsea Portsmouth Pet Feb 11 Ord Feb 11

BEVAN, WILLIAM, Pontyberem, Carmarthen, Mason Carmarthen Pet Feb 13 Ord Feb 13

BISSEX, ALBERT HENRY, Griffithstown, Mon, Bootmaker Newport, Mon Pet Feb 13 Ord Feb 13

BOWRAN, ALFRED, Portman mews South, Oxford st, Builder High Court Pet Jan 24 Ord Feb 14

BURTON, JAMES ALEXANDER, Radcliffe, Lancs Bolton Pet Feb 13 Ord Feb 13

CRUDDINGTON, WALTER, Moseley, Worcester, Stamper Birmingham Pet Feb 1 Ord Feb 14

DANIEL, HENRY JOHN, Bradford, Brandis Corner, Devon, Farmer Barnstaple Pet Feb 14 Ord Feb 14

DI PALMA, VALENDINO, Thirsk, York, Ice Cream Vendor Northallerton Pet Feb 13 Ord Feb 13

DUFFIN, PERCY, Flushdyke, Ossett, York, Auctioneer Dewsbury Pet Feb 15 Ord Feb 15

ESSEX, JOHN, Lutterworth, Leicester Leicester Pet Feb 15 Ord Feb 15

FLETCHER, WILLIAM WARREN, East Looe, Cornwall, Tailor Plymouth Pet Feb 15 Ord Feb 15

GEORGE, PHILLIP, Trebanos, Pontardawe, Glam, Colliery Proprietor Neath Pet Jan 20 Ord Feb 13

GOBLE, WILLIAM GEORGE, Sittingbourne, Kent, Grocer Rochester Pet Feb 4 Ord Feb 13

GRIFFITH, HENRY RICHARD, Blaenau Festiniog, Merioneth, Plumber Portmadoc Pet Feb 15 Ord Feb 15

HALL, HENRY, Bradford, Jeweller Bradford Pet Feb 14 Ord Feb 14

HOBBEN, W JONES, Ringstead rd, Catford, Builder Greenwich Pet Jan 11 Ord Feb 14

HOLLAND, ALFRED FIELD, Leicester, Auctioneer Leicester Pet Feb 14 Ord Feb 14

JEANIN, YVONNE, Harrington rd, South Kensington, Court Dressmaker High Court Pet Feb 14 Ord Feb 14

JONES, WILLIAM, and THOMAS JOHN NORMAN, Swansea, Builders Swansea Pet Feb 10 Ord Feb 15

LELYVELD, ABRAHAM ALFRED, Dalston ln, Fruiterer High Court Pet Feb 14 Ord Feb 14

MARTIN, BESSIE, Hammersmith rd, Boarding House Keeper High Court Pet Feb 15 Ord Feb 15

MORRO, JAMES, jun, Wolverhampton, Grocer Wolverhampton Pet Feb 13 Ord Feb 13

MOSER, LOUIS, Swansea, Cafe Manager Swansea Pet Feb 13 Ord Feb 13

NAYLOR, JOSEPH, Preston, Brighton, Builder Brighton Pet Feb 13 Ord Feb 13

OTTON, ALBION, Cwmsiflog, Mon, Smith Tredegar Pet Feb 14 Ord Feb 14

PLATT, ALFRED WILLIAM, Birmingham, Wholesale Fruit Merchant Birmingham Pet Jan 10 Ord Feb 13

POTTER, HARRY, Norwich, Hosier Norwich Pet Feb 13 Ord Feb 13

REEVES, WILLIAM ERNEST, Birmingham, Baker Birmingham Pet Feb 15 Ord Feb 15

ROBERTS, JOHN, Seven Sisters, nr Neath, Glam, Colliery Repairer Aberdare Pet Feb 14 Ord Feb 14

SANDERSON, THOMAS HENRY, Sheffield, Clothier Sheffield Pet Feb 15 Ord Feb 15

SIMON, BENJAMIN, Leeds, Tailor's Manager Leeds Pet Feb 11 Ord Feb 11

SMITH, WILLIAM HAMLET, Irby, Chester, Farmer Birkenhead Pet Feb 3 Ord Feb 14

STACEY, FRANCIS GILES, Clevedon, Somerset, Monumental Mason Bristol Pet Feb 13 Ord Feb 13

SWIFT, ARTHUR HENRY, Cannock, Staffs, Grocer Walsall Pet Feb 2 Ord Feb 15

THOMAS, EVAN, Lozells, nr Birmingham Aberystwyth Pet Feb 2 Ord Feb 14

THOMAS, RICHARD, Llanelly, Moulder Carmarthen Pet Feb 15 Ord Feb 15

WARDELL, ERNEST, Kingston upon Hull, Dyer Kingston upon Hull Pet Feb 13 Ord Feb 13

WEARMOUTH, GEORGE WATSON, Newcastle upon Tyne, Travelling Draper Newcastle upon Tyne Pet Jan 24 Ord Feb 13

WEST, J A, Harrow, Builder St Albans Pet Jan 18 Ord Feb 13

WILLS, HELEN MAUD, Bristol, Fancy Draper Bristol Pet Feb 13 Ord Feb 13

WILLS, SYDNEY ROBERT, Ilfracombe, Cab Proprietor Barnstaple Pet Feb 14 Ord Feb 14

YUNGBLUT, FAITZ, Stockton on Tees, Photographer Stockton on Tees Pet Feb 14 Ord Feb 14

FIRST MEETINGS.

ARNOLD, FREDERICK, Bristol, Comedian Feb 27 at 11 Bankruptcy bldgs, Carey st

BAVIN, HAROLD STEDMAN, Southsea Feb 28 at 3 Off Rec, Cambridge june, High st, Portsmouth

BEVAN, WILLIAM, Pontyberem, Carmarthen, Mason Feb 25 at 12 Off Rec, 4, Queen st, Carmarthen

BOWRAN, ALFRED, Portman mews South, Oxford st, Builder Feb 27 at 12 Bankruptcy bldgs, Carey st

BURTON, JAMES ALEXANDER, Radcliffe, Lancs Feb 28 at 3 19, Exchange st, Bolton

ESSEX, JOHN, Lutterworth, Leicester Feb 25 at 12 Off Rec, 1, Berridge st, Leicester

FISH, JAMES, jun, Manchester, Licensed Victualler Feb 27 at 3 Off Rec, Byrom st, Manchester

GOBLE, WILLIAM GEORGE, Sittingbourne, Kent, Grocer Feb 27 at 3.15 115, High st, Rochester

HALL, HENRY, Bradford, Jeweller Feb 27 at 12 Off Rec, 12, Duke st, Bradford

HOBBEN, W JONES, Ringstead rd, Catford, Builder Feb 27 at 11.30 132, York rd, Westminster Bridge rd

HUBBARD, FREDERICK MORTON, Gloucester, Draper Feb 25 at 3 Off Rec, Station rd, Gloucester

JEANIN, YVONNE, Harrington rd, South Kensington, Court Dressmaker Feb 28 at 11 Bankruptcy bldgs, Carey st

JONES, ANNE GWENDOLINE, Manordeilo, Carmarthen Feb 25 at 12.30 Off Rec, 4, Queen st, Carmarthen

JONES, THOMAS, Landore, Swansea, Saddler Mar 1 at 11 Off Rec, Government bldgs, St Mary st, Swansea

KITCHING, ERNEST, Norton, nr Malton, York, Joiner Feb 27 at 4 Off Rec, 48, Westborough, Scarborough

LELYVELD, ABRAHAM ALFRED, Dalston ln, Fruiterer Feb 28 at 12 Bankruptcy bldgs, Carey st

MARTIN, BESSIE, Hammersmith rd, Boarding House Keeper Feb 28 at 1 Bankruptcy bldgs, Carey st

MORRO, JAMES, jun, Wolverhampton, Grocer Feb 28 at 12 Off Rec, Wolverhampton

REES, JOHN WILLIAM, Cwmau, nr Bridgend, Colliery Roadman Feb 25 at 12.15 117, St Mary st, Cardiff

ROBINS, S, Aberaman, Aberdare, House Furnisher Feb 28 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

SHAW, ESTHER, Timberland, Lincs, Grocer Feb 28 at 12 Off Rec, 10, Bank st, Lincoln

SIMON, BENJAMIN, Chapeltown, Leeds, Tailors' Manager Feb 27 at 11 Off Rec, 24, Bond st, Leeds

SMITH, SYDNEY FRANCIS, Manchester, Engineer Feb 25 at 11 Off Rec, Byrom st, Manchester

SMITH, WILLIAM HAMLET, Irby, Chester, Farmer Feb 28 at 12 Off Rec, 35, Victoria st, Liverpool

THOMAS, RICHARD, Llanelly, Moulder Feb 25 at 11 Off Rec, 4, Queen st, Carmarthen

VAUGHAN, WILLIAM FORD, Torrington, Devon, Foreman Workman Feb 27 at 4 Globe Hotel, Torrington

WARDELL, ERNEST, Kingston upon Hull, Dyer Feb 28 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

WILLIAMS, JOHN THOMAS, Llangunnor, Carmarthen, School Attendance Officer Feb 25 at 11.30 Off Rec, 4, Queen st, Carmarthen

WINFIELD, JAMES FULKER, Blockley, Worcester, Miller Feb 27 at 12 1, St Aldate's, Oxford

WRIGHT, ERNEST, Burgh le Marsh, Lincs, Baker Mar 2 at 2 Off Rec, 4 and 6, West st, Boston

ADJUDICATIONS.

ARNOLD, FREDERICK, Bristol, Comedian High Court Pet Feb 14 Ord Feb 14

BAVAN, WILLIAM, Pontyberem, Carmarthen, Mason Carmarthen Pet Feb 13 Ord Feb 13

BISSEX, ALBERT HENRY, Griffithstown, Mon, Bootmaker Newport, Mon Pet Feb 13 Ord Feb 13

BURTON, JAMES ALEXANDER, Radcliffe, Lancs Bolton Pet Feb 13 Ord Feb 13

COHEN, ESTHER, Bow rd, Tailor High Court Pet Dec 17 Ord Feb 14

COOPER, HENRY STANLEY, Manchester, Solicitor Manchester Pet Nov 9 Ord Feb 14

COLE, THOMAS BURTON, Ilford, Essex High Court Pet Dec 16 Ord Feb 14

COLLINS, PATRICK VALENTINE, Cardiff, Draper Cardiff Pet Feb 6 Ord Feb 13

DANIEL, HENRY JOHN, Bradford, Brandis Corner, Devon, Farmer Barnstaple Pet Feb 14 Ord Feb 14

DI PALMA, VALENDINO, Thirsk, Yorks, Ice Cream Vendor Northallerton Pet Feb 13 Ord Feb 13

DUFFIN, PERCY, Ossett, York, Auctioneer Dewsbury Pet Feb 15 Ord Feb 15

ESSEX, JOHN, Lutterworth, Leicester Leicester Pet Feb 15 Ord Feb 15

FLETCHER, WILLIAM WARREN, East Looe, Cornwall, Tailor Plymouth Pet Feb 15 Ord Feb 15

GRIFFITH, HENRY RICHARD, Blaenau Festiniog, Merioneth, Plumber Portmadoc Pet Feb 15 Ord Feb 15

HALL, HENRY, Bingley, Yorks, Jeweller Bradford Pet Feb 14 Ord Feb 14

JEANIN, YVONNE, Harrington rd, South Kensington, Court Dressmaker High Court Pet Feb 14 Ord Feb 14

KERLE, ILION ARTHUR, York pl, Hampstead High Court Pet Jan 12 Ord Feb 14

LELYVELD, ABRAHAM ALFRED, Dalston ln, Fruiterer High Court Pet Feb 14 Ord Feb 14

MARTIN, BESSIE, Hammersmith rd, Boarding House Keeper High Court Pet Feb 15 Ord Feb 15

MILLER, HARRY, St James' sq, Holland Park, Company Promoter High Court Pet Nov 18 Ord Feb 14

MORRO, JAMES, jun, Wolverhampton, Grocer Wolverhampton Pet Feb 13 Ord Feb 13

MOSER, LOUIS, Swansea, Cafe Manager Swansea Pet Feb 13 Ord Feb 13

MUEHLMANN, ALFRED, Jeffreys rd, Clapham, Violin Merchant High Court Pet Feb 7 Ord Feb 14

NAYLOR, JOSEPH, Preston, Brighton, Sussex, Builder Brighton Pet Feb 12 Ord Feb 15

OTTON, ALBION, Cwmsiflog, Mon, Smith Tredegar Pet Feb 14 Ord Feb 14

REEVES, WILLIAM ERNEST, Birmingham, Baker Birmingham Pet Feb 15 Ord Feb 15

RICHARDS, MINNIE, Brighton Brighton Pet Nov 19 Ord Feb 13

ROBERTS, JOHN, Seven Sisters, nr Neath, Glam, Colliery Repairer Aberdare Pet Feb 14 Ord Feb 14

ROBINS, S, Aberaman, Aberdare, Glam, House Furnisher Aberdare Pet Jan 31 Ord Feb 14

SANDERSON, THOMAS HENRY, Sheffield, Clothier Sheffield Pet Feb 15 Ord Feb 15

SHARPE, DORIS MARGARET, Byfleet, Surrey Kingston, Surrey Pet Feb 7 Ord Feb 13

SHAW, ALFRED, and WILLIAM BERNARD SHAW, Matlock Bath, Derby, Quarry Owners Derby Pet Jan 18 Ord Feb 13

SIMON, BENJAMIN, Leeds, Tailor's Manager Leeds Pet Feb 11 Ord Feb 11

STACEY, FRANCIS GILES, Clevedon, Somerset, Monumental Mason Bristol Pet Feb 13 Ord Feb 13

THOMAS, RICHARD, Llanelly, Moulder Carmarthen Pet Feb 15 Ord Feb 15

VINES, HYMAN, Thurnham, Kent, Dairyman Maidstone Pet Nov 25 Ord Feb 15

WARDELL, ERNEST, Kingston upon Hull, Dyer Kingston upon Hull Pet Feb 13 Ord Feb 13

WARD, THOMAS, Farnborough, Hants, Cab Driver Guildford Pet Feb 6 Ord Feb 10

WILLS, SYDNEY ROBERT, Ilfracombe, Cab Proprietor Barnstaple Pet Feb 14 Ord Feb 14

London Gazette.—TUESDAY, Feb. 21.

RECEIVING ORDERS.

ANDREWS, CHARLES, Hastings, Grocer Hastings Pet Feb 18 Ord Feb 18

BERCOVITCH, LEWIS, Golders Green, Boot Maker Barnet Pet Feb 1 Ord Feb 16

BLACKA, JOHN RICHARD, Todmorden, Yorks, Architect Burnley Pet Feb 17 Ord Feb 17

CLIFFE, ALBERT, Southport, Mining Engineer Wigan Pet Feb 2 Ord Feb 17

DAVIES, ALBERT ENOCH, Liverpool, Commercial Traveller Liverpool Pet Feb 16 Ord Feb 16

EASTON, JOHN HOWARD, Portsmouth, Licensed Victualler Portsmouth Pet Feb 15 Ord Feb 15

EDWARDS, ALFRED SAMUEL, Grove rd, Bow, Stone Merchant High Court Pet Jan 23 Ord Feb 17

FINNIGER, B W, Sigdon rd, Hackney Downs, Mineral Water Manufacturer High Court Pet Jan 23 Ord Feb 17

FORT, JOHN, THOMAS FORT, and WALTER FORT, Watchet Wheelwright Taunton Pet Jan 31 Ord Feb 18

GALTON, REUBEN J, Brompton rd, Licensed Victualler High Court Pet Jan 14 Ord Feb 17

GRAVES, A, Norwood Junction, Builder Croydon Pet Jan 19 Ord Feb 16

GRAY, CECIL OWEN, Sutton Coldfield, Dentist Birmingham Pet Feb 17 Ord Feb 17

GRIFFITHS, THOMAS SETH, Lydney, Glos, Builder Newport, Mon Pet Feb 16 Ord Feb 16

HARVEY, ALFRED ROBERT, Rosecroft av, Hampstead, Financial Agent High Court Pet Jan 10 Ord Feb 17

HENSON, FRANCIS ERNEST, Sailgate, Somerset, Farmer Exeter Pet Feb 3 Ord Feb 16

HERBERT, CHARLES, Blackhill, Durham, Drapery Warehouseman Newcastle upon Tyne Pet Feb 16 Ord Feb 16

HOLLINS, CHARLES, Leek, Staffs, Motor Agent Macclesfield Pet Feb 16 Ord Feb 16

HOWELL, EDWARD DE LA TOUR, Bristol, Timber Merchant Bristol Pet Feb 18 Ord Feb 18

HUTCHISON, GEORGE THOMAS, Cottage grove, Bow High Court Pet Nov 17 Ord Feb 17

JEWELL, THOMAS, Glanlliw, Velindre, Llangyfelach, Builder Swansea Pet Feb 17 Ord Feb 17

JONES, STANLEY, Walthamstow, Essex, Timber Merchant High Court Pet Jan 31 Ord Feb 17

JOSEPH, BENEDICT, Bishopsgate, Confectioner High Court Pet Feb 17 Ord Feb 17

LEACH, FREDERICK JOHN, Alkham, nr Dover, Farmer Canterbury Pet Feb 4 Ord Feb 18

LINCOLN, R & SONS, Mitcham, General Agents Croydon Pet Jan 17 Ord Feb 16

LUCAS, GEORGE HAINES, Birmingham Birmingham Pet Feb 16 Ord Feb 16

MORTIMER, HARRY, Northampton, Carter Northampton Pet Feb 14 Ord Feb 14

NEEDHAM, ARTHUR GEORGE, Parkgate, nr Rotherham, Yorks Sheffield Pet Feb 16 Ord Feb 16

PEARKES, GEORGE, Bedford pl High Court Pet Jan 16 Ord Feb 18

PRATT, JAMES WILLIAM, Portsmouth Portsmouth Pet Feb 17 Ord Feb 17

QUANTICK, HENRY, Exeter, Cab Proprietor Exeter Pet Feb 18 Ord Feb 18

RATCLIFFE, FREDERICK WILLIAM, Wigan, Butcher Wigan Pet Feb 16 Ord Feb 16

REYNOLDS, MARY ELIZABETH, Sheringham, Norfolk Norwich Pet Feb 3 Ord Feb 17

SANDERSON, WILLIAM, Barrow in Furness, Furniture Remover Barrow in Furness Pet Feb 18 Ord Feb 18

SHOESMITH, PERCY GEORGE, Long Ashton, Somerset, Professional Golfer Bristol Pet Feb 16 Ord Feb 16

SIDDALL, ERNEST, Sheffield, Grocer Sheffield Pet Feb 17 Ord Feb 17

STOREY, JOHN, Colchester, Brewer's Traveller Colchester Pet Jan 31 Ord Feb 17

STRANGE, JAMES, Stockton Heath, Chester, Baker Warrington Pet Feb 10 Ord Feb 16

TAYLOR, SARAH JANE, New Malden, Surrey, Professional Nurse Kingston, Surrey Pet Feb 16 Ord Feb 16

THOMPSON, CHARLES JOHN, Wollaston, Worcester, Innkeeper Stourbridge Pet Jan 16 Ord Jan 16

TERTEAR, LOUIS F, Cannon st, Fur Merchant High Court Pet Jan 24 Ord Feb 16

TURNER, JOSEPH EDWIN, Weymouth, Firewood Merchant Dorchester Pet Feb 17 Ord Feb 17

WHEELER, JOHN EDMOND, Wightman rd, Hornsey, Manufacturing Chemist High Court Pet Feb 17 Ord Feb 17

WHITE, THOMAS, Highbury hill High Court Pet Feb 9 Ord Dec 15

YEADON, FRED LIVINGSTONE, Bury, Lancs, Traveller Bolton Pet Feb 16 Ord Feb 16

FIRST MEETINGS.

BATSTONE, JOHN WILLMINGTON, Wells, Somerset Mar 1 at 12 Off Rec, 26, Baldwin st, Bristol

BIRT, Rev DOUGLAS, Long acre Mar 2 at 3.15 Off Rec, City chmbrs, Catherine st, Salisbury

DEE, WILLIAM HENRY, Tilehurst, Berks, Photographic Mar 2 at 12 14, Bedford row

DI PALMA, VALENDINO, Thirsk, York, Ice Cream Vendor March 2 at 11.45 Off Rec, Court chmbrs, Albert rd, Middlesborough

DUFFIN, PERCY, Fluskpyke, Ossett, Yorks, Auctioneer March 2 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

EDWARDS, ALFRED SAMUEL, Grove rd, Bow, Stone Merchant Mar 2 at 12 Bankruptcy bldgs, Carey st

FIRMINGER, B W, Hackney Downs, Mineral Water Manufacturer Mar 3 at 12 Bankruptcy bldgs, Carey st

GALTON, REUBEN J, Brompton rd, Licensed Victualler Mar 2 at 11 Bankruptcy bldgs Carey st

GEORGE, PHILLIP, Trebanos, Pontardawe, Glam, Colliery Proprietor Mar 3 at 11 Off Rec, Government bldgs, St Mary st, Swansea

GOLDMAN, JOSEPH, Cardiff, Fancy Goods Dealer Mar 2 at 3 117, St Mary st, Cardiff

GRAVES, A, Norwood Junction, Builder Mar 3 at 11.30 York rd, Westminster Bridge rd

GREGORY, JOHN ISAAC, Llandaff, Glam, Licensed Victualler Mar 1 at 12 117, St Mary st, Cardiff

HARVEY, ALFRED ROBERT, Rosecroft av, Hampstead, Financial Agent Mar 2 at 12 Bankruptcy bldgs, Carey st

HENSON, FRANCIS ERNEST, Skilgate, Somerset, Farmer Mar 2 at 11 Off Rec, 9, Bedford circus, Exeter

HERBERT, CHARLES, Blackhill, Durham, Drapery Warehouseman Mar 1 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne

HOLLAND, ALFRED FIELD, Leicester, Auctioneer Mar 2 at 12 Off Rec, 1, Berridge st, Leicester

HORNER, THOMAS HARRISON, Leyburn, Yorks, Painter Mar 2 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

HUTCHISON, GEORGE THOMAS, Cottage grove, Bow Mar 2 at 1 Bankruptcy bldgs, Carey st

JOHNSON, JOHN EDWARD, Bolton, Lancs, Builder Mar 3 at 3 19, Exchange st, Bolton

JONES, OWEN WILLIAM, Carnarvon, Post Office Clerk Mar 3 at 12 Crypt chmbrs, Eastgate row, Chester

JONES, STANLEY, Walthamstow, Timber Merchant Mar 2 at 11.30 Bankruptcy bldgs, Carey st

JOSEPH, BENEDICK, Bishopsgate, Confectioner Mar 1 at 1 Bankruptcy bldgs, Carey st

LINCOLN, R, & SONS, Mitcham, Surrey, General Agents Mar 2 at 11.30 132, York rd, Westminster Bridge rd

MORTIMER, HARRY, Northampton, Carter Mar 1 at 12 Off Rec, The Parade, Northampton

MOSER, LOUIS, Swansea, Café Manager Mar 1 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea

NAYLOR, JOSEPH, Preston, Brighton, Builder Mar 1 at 12 Off Rec, 12A, Marlborough pl, Brighton

NIVEN, ROBERT, Liscard, Chester Mar 3 at 11 Off Rec, 35, Victoria st, Liverpool

NORMAN, ERNEST, Tilbury Docks, Essex, Grocer Mar 6 at 12 14, Bedford row

PEARKES, GEORGE, Bedford pl Mar 1 at 11 Bankruptcy bldgs, Carey st

POTTER, HARRY, Norwich, Hosier Mar 1 at 2 Off Rec, 8, King st, Norwich

RATCLIFFE, FREDERICK WILLIAM, Wigan, Lancs, Butcher Mar 3 at 3 19, Exchange st, Bolton

SHOESMITH, PERCY GEORGE, Long Ashton, Somerset, Professional Golfer Mar 1 at 12.15 Off Rec, 26, Baldwin st, Bristol

STACEY, FRANCIS GILES, Clevedon, Somerset, Monumental Mason Mar 1 at 11.45 Off Rec, 26, Baldwin st, Bristol

SWIFT, ARTHUR HENRY, Cannock, Staffs, Grocer Mar 1 at 12 Off Rec, Wolverhampton

TAYLOR, SARAH JANE, New Malden, Surrey, Professional Nurse Mar 6 at 11.30 132, York rd, Westminster Bridge rd

TERTEAR, LOUIS F, Cannon st, Fur Merchant Mar 1 at 1 Bankruptcy bldgs, Carey st

WEARMOUTH, GEORGE WATSON, Newcastle on Tyne, Draper Mar 1 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

WEST, ALFRED JAMES, High st, Harrow, Builder Mar 2 at 3 14, Bedford row

WHEELER, JOHN EDMUND, Hornsey, Manufacturing Chemist Mar 1 at 12 Bankruptcy bldgs, Carey st

WILLS, HELEN MAUD, Bristol, Fancy Draper Mar 1 at 11.30 Off Rec, 26, Baldwin st, Bristol

WILLS, SIDNEY ROBERT, Ilfracombe, Cab Proprietor Mar 2 at 3.30 94, High st, Barnstaple

YEADON, FRED LIVINGSTONE, Bury, Lancs, Traveller Mar 2 at 3 19, Exchange st, Bolton

YUNGBLUT, FRITZ, Stockton on Tees, Photographer Mar 2 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough

ADJUDICATIONS.

ANDREWS, CHARLES, Hastings, Grocer Hastings Pet Feb 18 Ord Feb 18

BLACKA, JOHN RICHARD, Todmorden, Yorks, Architect Burnley Pet Feb 17 Ord Feb 17

CROOKES, WALTER SCOTT, Birkbeck Bank chmbrs, Southampton bldgs, Solicitor High Court Pet Aug 13 Ord Feb 15

CRUDGINGTON, WALTER, Mo eley, Worcester, Stamper Birmingham Pet Feb 1 Ord Feb 18

DAVIES, ALBERT ENOCH, Liverpool, Commercial Traveller Liverpool Pet Feb 16 Ord Feb 16

EASTON, JOHN HOWARD, Portsmouth, Licensed Victualler Portsmouth Pet Feb 15 Ord Feb 16

GOBLE, WILLIAM GEORGE, Sittingbourne, Kent, Grocer Rochester Pet Feb 4 Ord Feb 16

GRAY, CECIL OWEN, Sutton Coldfield, Dentist Birmingham Pet Feb 17 Ord Feb 17

GRIFFITHS, THOMAS SETH, Lydney, Glous, Builder Newport, Mon Pet Feb 16 Ord Feb 16

HENSON, FRANCIS ERNEST, Skilgate, Somerset, Farmer Exeter Pet Feb 3 Ord Feb 16

HERBERT, CHARLES, Blackhill, Drapery Warehouseman Newcastle upon Tyne Pet Feb 16 Ord Feb 16

HOLLINS, CHARLES, Leek, Staffs, Motor Agent Macclesfield Pet Feb 16 Ord Feb 16

HOWELL, EDWARD DE LA TOUR, St Philips, Bristol, Timber Merchant Bristol Pet Feb 18 Ord Feb 18

JEWELL, THOMAS, Glanlliw, Velindre, Llangyfelach, Glam Builder Swansea Pet Feb 17 Ord Feb 17

JOHNS, WILLIAM, and THOMAS JOHN NORMAN, Brynhyfryd, Swansea, Builder Swansea Pet Feb 9 Ord Feb 15

BENEDICK, JOSEPH, Bishopsgate Confectioner High Court Pet Feb 17 Ord Feb 17

MOLLETT, GUSTAVE, Liverpool, Timber Merchant Liverpool Pet Jan 7 Ord Feb 16

MORTIMER, HARRY, Northampton, Carter Northampton Pet Feb 14 Ord Feb 14

NEEDHAM, ARTHUR GEORGE, Parkgate, nr Rotherham, Miner Sheffield Pet Feb 16 Ord Feb 16

PLATT, ALFRED WILLIAM, Birmingham, Fruit Merchant Birmingham Pet Jan 10 Ord Feb 16

PRATT, JAMES WILLIAM, HMS Royal Arthur, Portsmouth Captains' Steward in the Royal Navy Portsmouth Pet Feb 17 Ord Feb 17

PRITCHARD, MARY ELIZABETH, Brynmawr, Brecon, Grocer Tredegar Pet Jan 27 Ord Feb 16

QUANTICK, HENRY, Exeter, Cab Proprietor Exeter Pet Feb 18 Ord Feb 18

RATCLIFFE, FREDERICK WILLIAM, Wigan, Butcher Wigan Pet Feb 16 Ord Feb 16

ROUTLEDGE, GEORGE, Twickenham, Manager of Soap Works High Court Pet Nov 24 Ord Feb 16

SANDERSON, WILLIAM, Barrow in Furness, Furniture Remover Barrow in Furness Pet Feb 18 Ord Feb 18

SHOESMITH, PERCY GEORGE, Long Ashton, Somerset, Professional Golfer Bristol Pet Feb 16 Ord Feb 16

SIDDALL, ERNEST, Sheffield, Grocer Sheffield Pet Feb 17 Ord Feb 17

SMITH, WILLIAM HAMLET, Irby, Chester, Farmer Birkenhead Pet Feb 3 Ord Feb 17

SWIFT, ARTHUR HENRY, Cannock, Staffs, Grocer Walsall Pet Feb 2 Ord Feb 17

TAYLOR, SARAH JANE, New Malden, Surrey, Professional Nurse Kingston, Surrey Pet Feb 16 Ord Feb 16

THOMPSON, CHARLES JOHN, Wollaston, Worcester, Innkeeper Stourbridge Pet Jan 16 Ord Jan 16

TURNER, ABRAHAM WILLIAM, Bradford av, Redcross st, General Merchant High Court Pet Dec 21 Ord Feb 16

TURNER, JOSEPH EDWIN, Weymouth, Firewood Merchant Dorchester Pet Feb 17 Ord Feb 17

WEARMOUTH, GEORGE WATSON, Newcastle upon Tyne Draper Newcastle upon Tyne Pet Jan 24 Ord Feb 16

WEST, ALFRED JAMES, Harrow, Builder St Albans Pet Jan 18 Ord Feb 18

WHEELER, JOHN EDMOND, Wightman rd, Hornsey, Manufacturing Chemist High Court Pet Feb 17 Ord Feb 17

WILLS, HELEN MAUD, Bristol, Fancy Draper Bristol Pet Feb 13 Ord Feb 17

WOODWARD, HERBERT THOMPSON, South Tiverton, nr Bath, Coal Merchant Bath Pet Jan 20 Ord Feb 17

WYLER, ISIDORE, Bloomfield House, London wall, Merchant High Court Pet June 9 Ord Feb 16

YEADON, FRED LIVINGSTONE, Bury, Traveller Bolton Pet Feb 16 Ord Feb 16

Amended notice substituted for that published in the London Gazette of Jan 6:

RUDOLPH, ADAM CRISTOPH, King's rd, Fulham, Baker High Court Pet Jan 4 Ord Jan 4

ADJUDICATION ANNULLED.

BARKER, ARTHUR PURSLOVE, Folkestone, Engineer Canterbury Adjud Aug 16, 1909 Annul Feb 7, 1911